

**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES**  
**Meeting Agenda for February 18, 2025**  
**County Commissioners' Meeting Room**  
**200 E. Virginia Avenue; Gunnison, CO 81230**  
**(REMOTE OPTION BELOW)**

9:15 am

- Call to Order; Agenda Review
  
- Minutes Approval
  1. December 17, 2024
  
- Contract Amendment #5; 2021CMIP028; Health and Human Services; 7/1/2020 to 6/30/2025; \$7.097.62
  
- Finalize 2025 Meeting Plan and Board Organization
  
- Program Updates:
  1. Child Support Services (CSS)
  2. Management Evaluation (ME) Update
  
- Legislative Updates:
  
- Next Meeting: April 15, 2025

9:45 am

- Adjourn

Please Note: Packet materials for the above discussions will be available on the Gunnison County website at <http://www.gunnisoncounty.org/177/Agendas-Minutes-Portfolios> prior to the meeting.

**ZOOM MEETING DETAILS:**

Join Zoom Meeting: <https://gunnisoncounty-org.zoom.us/j/89798905619>

One tap mobile

+12532158782,,82753657556#,,,,\*471302# US (Tacoma)

+13462487799,,82753657556#,,,,\*471302# US (Houston)

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

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**Agenda Item:** DRAFT HS Minutes; 12/17/2024

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**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

DRAFT HS Minutes; 12/17/2024

**Fiscal Impact:**

**Submitted by:** Holly Perry

**Submitter's Email Address:** hperry@gunnisoncounty.org

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**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

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**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

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**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 2/14/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 1

Agenda Date: 2/18/2025

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**GUNNISON/HINSDALE BOARD OF HUMAN SERVICES  
MEETING MINUTES  
December 17, 2024**

The December 17, 2024 meeting of the Gunnison/Hinsdale Board of Human Services was held in the Board of County Commissioners' meeting room located at 200 E. Virginia Avenue, Gunnison, Colorado. Present, either in person or via Zoom, were:

Jonathan Houck, Chairperson  
Liz Smith, Commissioner  
Laura Puckett Daniels, Commissioner  
Greg Levine, Commissioner (Hinsdale)

Joni Reynolds, Assistant County Manager (ACM) Health,  
Human & Safety Services  
Matthew Birnie, County Manager  
Holly Perry, Clerk to the Board  
Other Persons Present as Listed in Text

**CALL TO ORDER:** Commissioner Houck called the meeting to order at 10:47 am.

**AGENDA REVIEW:** There were no changes to the agenda.

**MINUTES APPROVAL:** **Moved** by Commissioner Smith, seconded by Commissioner Houck to approve the meeting minutes for October 15, 2024 as presented. Motion carried unanimously.

1. October 15, 2024

**MEMORANDUM OF UNDERSTANDING; PROWERS COUNTY; HOTLINE COUNTY CONNECTION CENTER; 1/1/2025 TO 12/31/2025**

ACM Reynolds relayed there is a contract for Gunnison and for Hinsdale and the contract outlines the cost. When they receive a call, they will contact an on call worker and the Hotline County Connection Center is paid for taking the call. **Moved** by Commissioner Houck, seconded by Commissioner Smith to approve the MOU with Prowers County for the Hotline County Connection Center for the calendar year of 2025 and authorize the Chair's signature on the MOU.

ACM Reynolds commented she will also be reaching out to the Commissioners regarding the schedule of meetings for next year. Commissioner Levine also confirmed he will continue to represent Hinsdale County in this capacity.

**ADJOURN:** Commissioner Houck adjourned the meeting at 10:52 am.

Minutes Prepared By:

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Holly Perry, Clerk to the Board

Minutes Approved (insert date):

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Jonathan Houck, Chairperson

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Contract Amendment #5; 2021CMIP028; Health and Hum

**Action Requested:** Board of County Commissioners' Signature

**Parties to the Agreement:** Department of Health Care Policy and Financing

**Term Begins:** \_\_\_\_\_ **Term Ends:** \_\_\_\_\_ **Grant Contract #:** \_\_\_\_\_

**Summary:**

To modify Contract Exhibits to update performance-based targets and deliverables for county departments of human/social services to achieve certain performance standards related to County

**Fiscal Impact:**

**Submitted by:** Blair Burgess **Submitter's Email Address:** bburgess@gunnisoncounty.org

**Finance Review:**  Required  Not Required

Comments:

Reviewed by: GUNCOUNTY1\ACanada

Discharge Date: 12/12/2024

**County Attorney Review:**  Required  Not Required

Comments:  
Legally sufficient. SO 12/16/24

Reviewed by: GUNCOUNTY1\sobaid

Discharge Date: 12/16/2024

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\mbirmie

Discharge Date: 12/21/2024

Consent Agenda  Regular Agenda  Worksession

Time Allotted: 0

Agenda Date: 2/18/2025

**STATE OF COLORADO CONTRACT MODIFICATION  
CONTRACT AMENDMENT #5**

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Contract Performance Beginning Date</b> July 1, 2020
<b>Contractor</b> Hinsdale County	<b>Current Contract Expiration Date</b> June 30, 2025
<b>Original Contract Number</b> 2021CMIP028	<b>Current Contract Maximum Amount</b> Initial Term
<b>Amendment Contract Number</b> 22-171376A5	State Fiscal Year 2021 \$0
	Extension Terms
	State Fiscal Year 2022 \$6072.29
	State Fiscal Year 2023 \$80,11.3
	State Fiscal Year 2024 \$7,392.10
	State Fiscal Year 2025 \$7,097.62
	<b>Total for all State Fiscal Years \$20,562.01</b>

**THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT**

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

**CONTRACTOR**  
Hinsdale County

**STATE OF COLORADO**  
**Jared S. Polis, Governor**  
Department of Health Care Policy and Financing  
Kim Bimestefer, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE CONTROLLER**  
**Robert Jaros, CPA, MBA, JD**  
Department of Health Care Policy and Financing  
Jerrod Cotosman, Controller

Amendment Effective Date: \_\_\_\_\_

In accordance with §24-30-202, C.R.S., this Amendment is not valid until signed and dated above by the State Controller or an authorized delegate.

## **1. PARTIES**

This Amendment (the “Amendment”) to the Original Contract shown on the Signature and Cover Page for this Amendment (the “Contract”) is entered into by and between the Contractor and the State.

## **2. TERMINOLOGY**

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Contract shall be construed and interpreted in accordance with the Contract

## **3. AMENDMENT EFFECTIVE DATE AND TERM**

### **A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Contractor for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment.

### **A. Amendment Term**

The Parties’ respective performances under this Amendment and the changes to the Contract contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment.

## **4. PURPOSE**

To modify Contract Exhibits to update performance-based targets and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility, and cooperation with other Medical Assistance-related entities. This Amendment includes modifications to existing Performance Incentives.

## **5. MODIFICATIONS**

The Contract and all prior amendments thereto, if any, are modified as follows:

- A. Exhibit A-2, Statement of Work is hereby deleted in its entirety and replaced with Exhibit A-3, Statement of Work which follows.
- B. Exhibit B-2, Rates is hereby deleted in its entirety and replaced with Exhibit B-3, Rates which follows.

## **6. LIMITS OF EFFECT AND ORDER OF PRECEDENCE**

This Amendment is incorporated by reference into the Contract, and the Contract and all prior amendments or other modifications to the Contract, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Contract, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Contract or any prior modification to

the Contract, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Contract to the extent that this Amendment specifically modifies those Special Provisions.

## **EXHIBIT A-3, STATEMENT OF WORK**

### **1. TERMINOLOGY**

1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.

1.1.1. Applicant - An individual for whom Contractor is performing a Medical Assistance Eligibility Determination.

1.1.2. Average Speed to Answer (ASA) - A key Call Center metric measuring the average amount of time it takes to answer a phone call from a customer, from the point of call connection to being connected to a live agent, including the time waiting in queue. ASA does not include calls that can be answered through automated means and do not require a live agent.

1.1.3. Business Day - any day in which the State is open and conducting business, but shall not include Saturday, Sunday, or any day which the State of Colorado observes one of the holidays listed in C.R.S. §24-11-101(1).

1.1.4. Call Center - A Call Center is defined as having one dedicated line for contacting Contractor; when members and individuals call in, they are automatically assigned to the next available Contractor agent. This dedicated line should also have technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls. Call Centers can be as small as one (1) Contractor staff and as large as 100 or more Contractor staff answering calls.

1.1.5. Child Health Plan Plus (CHP+) - public low-cost health insurance for certain children and pregnant women. It is for people who earn too much to qualify for Health First Colorado (Colorado's Medicaid program), but not enough to pay for private health insurance.

1.1.6. Compliance Measures - Performance measures tied to contracts to ensure Colorado does not fall below expected federal or state performance standards.

1.1.7. COGNOS/Decision Support System 01 (DSS01) - the Department's data reporting systems that use information from the Colorado Benefits Management System (CBMS).

1.1.8. Colorado Benefits Management System (CBMS) - the State's eligibility determination system.

1.1.9. Colorado interChange (interChange) - the State's claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collect and analyzes data related to those payments.

1.1.10. Corrective Action Plan (CAP) - A formal plan submitted by the County and in collaboration with the Department who will provide technical assistance to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.11. County Administration website - the Department's public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).

1.1.12. County Financial Management System (CFMS) - the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado's Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.

1.1.13. County Incentives Program - program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.

1.1.14 County Incentives Program Guide - This guide provides an overview of the County Incentive Program, including how to operate effectively, tools for improvement, and using performance data to meet targets and enhance business processes.

1.1.15. Determination - The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

1.1.16. Disenroll or Disenrollment - The act of processing a change in circumstance that affects a member's eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan Plus.

1.1.17. Eligibility Quality Assurance (EQA) Program - EQA conducts monthly case reviews to monitor the accuracy and timeliness of eligibility determinations for Medical Assistance made by Contractor, with cases pulled monthly for quality review. Results of the EQA reviews are displayed on the MAP Accuracy Dashboard.

1.1.18. Exception – is a contract action the Department will take action on its own, without needing any input or steps from Contractor, that will assist Contractor in meeting and/or exceeding performance targets and deliverables.

1.1.19. Exemption – is a contract action the Department takes upon receiving a formal request from Contractor to grant an exemption, and that request is backed up by data or other documentation that is submitted by Contractor to the Department.

1.1.20. HCPF Memo Series - The Department's policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program (<https://hcpf.colorado.gov/memo-series>).

1.1.21. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) and Non-MAGI Methodology.

1.1.22. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.

1.1.23. Improvement Action Plan (IAP) - An informal plan submitted by the County to address non-compliance and/or performance in accordance with 10 CCR 2505-5 1.020.11.

1.1.24. Key Performance Indicator – KPI, a specific, measurable and quantifiable measure of performance metrics used to track progress over time toward a specific objective or goal. Call Center KPIs definitions and terminology were shared with Tier 1 counties in FY 2023-24 and will be issued as an attachment in the HCPF Memo Series.

1.1.25. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing home care, home-health care, personal or adult day care for individuals of any age with a chronic or disabling condition.

1.1.26. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.

1.1.27. MCC – Health First Colorado Member Contact Center

1.1.28. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.

1.1.29. Medical Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and the county's actual performance. The MAP Dashboards highlight each county's performance and quality.

1.1.30. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.

1.1.31. Performance Coaching Workbook - a tool provided by HCPF to support Eligibility Sites with understanding of the key performance indicators for Colorado Human Service Offices and MA/EAP Sites.

1.1.32. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.

1.1.33. PuMP - Performance Measurement Process developed by Stacey Barr.

1.1.34. Reporting Period - The period of time for each performance standard used to measure whether Contractor is meeting the requirements of each specific Performance Incentive Standard, including performance targets and/or deliverables.

1.1.35.1. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.

1.1.35.2. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.

1.1.36. Redetermination - A Determination as defined under 10 C.C.R. 2505-10 8.100.3.P.

1.1.37. State Fiscal Year (SFY) - The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year.

1.1.38. Status Report - a communication to Contractor that details which Performance Incentive Standards were met for each Reporting Period.

1.1.39. Tableau – is an interactive data visualization software focused on business intelligence; provides a graphic representation of essential information regarding performance measures, targets and the county’s actual performance.

1.1.40. Target - a specific goal or standard that the Department aims to achieve. It represents the desired level of performance or outcome that is used to evaluate success. Degree of performance we are continuously striving to achieve (i.e., 95% Timeliness).

1.1.41. Timely Determination - Any initial Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.42. Timely Disenrollment - Processing a change in a member’s circumstance resulting in disenrollment within fifteen (15) Calendar Days.

1.1.43. Timely Renewal - A renewal is considered timely if it is completed by the last day of the due month when the packet is received before the 15th. If the packet is received on or after the 15th, you’ll have 30 Calendar Days from the packet received date to complete the renewal to keep it timely. Also, any renewals received during the 90-day reconsideration period will have 30 Calendar Days from the date the packet is received to be completed.

1.1.44. Untimely Determination – Any initial Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-10 8.100.3.D.

1.1.45. Untimely Renewal – If the renewal packet is received before the 15th of the due month, you have until the end of that month to complete it, if not completed is considered untimely. If the packet is received on or after the 15th, you’ll get 30 Calendar Days from the packet received date. If the renewal isn’t completed within those 30 Calendar Days, it will be marked as late. Additionally, if a renewal is received during the 90-day reconsideration period, you will have 30 Calendar Days from when the packet is received to complete it. Any renewal completed after that 30-day period will also be considered late.

1.1.46. Voice of the Customer - Voice of the Customer (VoC) is a series of different methods that is used to collect customer feedback. A VoC program can help Contractor capture how customers feel about the experience of accessing services at Contractor and can produce insights that can help Contractor create a stronger customer experience.

## **2. COUNTY DETERMINATIONS**

2.1. Contractor shall perform all Medicaid eligibility-related work within Contractor’s county, required under C.R.S. §25.5-1-101 et seq. The Department and Contractor share the costs of this work performed by Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

## **3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS**

### 3.1. Systems Utilized to Determine Compliance

3.1.1. To determine whether Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within Contractor’s county, the Department will utilize the COGNOS/DSS01 and MAP Dashboard systems to pull data tracking and reports that track Contractor’s compliance with certain Performance Incentive Standards. This data will be visualized on each county’s MAP Dashboards.

3.1.2. To determine whether Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within Contractor’s county, the Department may utilize data from the Colorado interChange system.

3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether Contractor met any or all the Performance Incentives Standards.

3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.

3.1.5. Contractor shall utilize policy, operational and informational guidance provided in this Exhibit, the County Incentives Program Guide and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine Contractor's compliance with any or all the Performance Incentives Standards.

3.1.6. To determine whether Contractor met any or all the Call Center Performance Standards, the Department will review county call center systems data for tracking and reports that track Contractor's compliance with Customer Service Performance Incentive Standard.

### 3.2. Communications Utilized to Determine Compliance

3.2.1. Contractor shall utilize and comply with guidance issued through the HCPF Memo Series and shall fulfill the requirements in the Statement of Work, thereby enabling Contractor to earn a Performance Incentive Payment.

3.2.2. Contractor shall utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.

3.2.3. If additional guidance or contract clarification is needed, the Department shall release additional guidance to Contractor through the HCPF Memo Series.

3.2.4. The Department reserves the right to request written documentation from the County to include but not limited to the following: (1) any and all documentation generated by various software and/or systems; (2) written policies and procedures; (3) standard operating procedures; (4) Internal directives and/or communications to staff related to processing or performance guidelines.

3.2.4.1 If the Department requests any documentation outlined in 3.2.4, the County shall respond within five (5) Business Days commencing the day following the issuance date of the request. If, for reasons outside of the County's control, the County is unable to respond within the five Business Days, the County will notify the Department immediately and request an extension. The request for an extension must be received by the Department within the five-calendar day timeframe as outlined above. The County must provide a reason for the extension. If the request for the delay is not received within the five-calendar day timeline, the request will be denied.

3.2.4.2 The Department reserves the right to extend the deadline or to deny the request for an extension.

## 4. PERFORMANCE INCENTIVES STANDARD PROGRAM

4.1. Contractor has the ability to earn Performance Incentive Payments to reimburse a portion of cost sharing as described in Section 2 by meeting targets, and/or deliverables as outlined in each Performance Incentive Standard.

#### 4.2. Accuracy Performance Incentive Standard

4.2.1. Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the entire Accuracy Performance Incentive Payment, Contractor must meet both targets as specified in section.

4.2.1.1 which includes (1) Target for Inaccurate Eligibility Determination Rate, and (2) Target for Errors That Do Not Impact Eligibility. The accuracy performance incentive payment will be 75% for the Incorrect Eligibility Determination Measure that is met and 25% for Errors That Do Not Impact Eligibility that is met. The accuracy performance incentive payment shall be allocated as follows: 75% of the total incentive shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. Accuracy Performance Incentive Payment will be 40% of the total amount for this Performance Incentive.

##### 4.2.1.1. Accuracy Targets

4.2.1.1.1 Accuracy targets are set based on the county size of Contractor. There are two tiers.

4.2.1.1.2. Tier 1 target percentage (%): Contractors with twenty (20) or more cumulative quality assurance case reviews conducted over a twelve-month period. This is the target reported on the MAP Accuracy Dashboard.

4.2.1.1.3. Tier 2 target percentage (%): Contractors with fewer than twenty (20) cumulative quality assurance case reviews conducted over a twelve-month period. This is not reported on the MAP Accuracy Dashboard and used for County Incentives purposes only.

4.2.1.1.4. Based on EQA sampling, large Contractors will exceed twenty cumulative quality assurance reviews over the twelve-month period, resulting in no Tier 2 target for large counties.

4.2.1.2. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.

4.2.1.2.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).

##### 4.2.1.2.2. Target Percentages for Incorrect Eligibility Determination Rate

<b>County Size</b>	<b>Tier 1 Target %</b>	<b>Tier 2 Target %</b>
Large	5.5%	N/A
Medium	6.6%	13.2%
Small	7.3%	14.6%

4.2.1.3. The Errors That Did Not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility (procedural errors).

4.2.1.3.1. The Errors That Did Not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, changes, redeterminations).

4.2.1.3.2. Target Percentages for the Errors That Did Not Impact Eligibility Rate

<b>County Size</b>	<b>Tier 1 Target %</b>	<b>Tier 2 Target %</b>
Large	17.9%	NA
Medium	20.9%	23.2%
Small	23.2%	27.2%

4.2.1.4. HCPF Eligibility Quality Assurance (EQA) Program and Medical Assistance Performance (MAP) Accuracy Dashboard.

4.2.1.4.1. Contractor shall comply with the HCPF Eligibility Quality Assurance Program, per 10 CCR 2505-5 1.020.10.2 and HCPF Operational Memo (OM) 21-057, or whichever later Operational Memo supersedes OM 21-057, which specifies Contractor’s role in the state quality assurance (QA) case review process.

4.2.1.4.1.1. The EQA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by Contractor, and EQA case reviews occur monthly.

4.2.1.4.1.2. Contractor must respond to documentation requests and error findings within ten (10) Business Days of the request to ensure EQA case reviews are completed timely.

4.2.1.4.1.3. Contractor must respond to the Department’s EQA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) Business Days.

4.2.1.4.1.4. If additional or revised guidance relative to the HCPF EQA process is issued through the HCPF Memo Series, Contractor shall disregard the previous guidance and comply with the new guidance offered through the HCPF Memo Series.

4.2.1.4.1.5 The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings each month, send the results to the County Directors, and may be sent to the Board of County Commissioners, at the Department's discretion.

#### 4.2.1.5. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.5.1. The MAP Accuracy Dashboard will be available monthly to Contractor to determine Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department shall utilize the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard data, to determine whether Contractor met or exceeded the specified Accuracy target. The twelve (12) consecutive months of MAP Accuracy data may extend outside of the timeframe of this amendment.

4.2.1.5.2. The Department shall use Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to Contractor's Accuracy targets at the end of the fiscal year to determine if Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has one (1) decimal place and will not be rounded.

#### 4.2.1.6. Review Sample Size Exemptions

4.2.1.6.1. If Contractor has a review sample size, as defined in section 4.2.1.6.2, performed by HCPF EQA, Contractor may be eligible for the Review Sample Size Exemption.

#### 4.2.1.6.2. Definition of Review Sample Size

4.2.1.6.3. Contractor with twenty (20) or fewer quality assurance case reviews in the twelve (12) consecutive months of MAP Accuracy data would qualify for a Review Sample Size Exemption. Contractor with a review sample size that does not meet one, or both, of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption: (i) Inaccurate Eligibility Rate and/or, (ii) Errors That Did Not Impact Eligibility.

#### 4.2.1.6.4. Determining Targets percentage (%) for Potential Review Sample Size Exemptions

4.2.1.6.5. HCPF shall have two separate tiers with different target percentages for the Accuracy Targets:

4.2.1.6.5.1. Tier 1 target percentage (%): Contractor with twenty (20) or more quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

4.2.1.6.5.2. Tier 2 target percentage (%): Contractor with fewer than twenty (20) quality assurance case reviews completed with the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard.

#### 4.2.1.6.6. Review Sample Size Exemption Process

4.2.1.6.6.1. The Department shall follow Exhibit B-1 for the Review Sample Size Exemption Process.

#### 4.2.1.6.6.2. Definition of Similar Error(s)

4.2.1.6.6.3. The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF EQA provides Contractor with those errors caused by Contractor that impact accuracy rates. This allows Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by Contractor and the same errors repeat in future months, the errors will be considered Similar Errors.

4.2.1.6.6.4. If Contractor meets only one target with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, the Review Sample Size Exemption Process will be applied only to the one target not met by Contractor.

4.2.1.6.6.5. Contractor that does not meet both targets with less than twenty (20) reviews within the most recent twelve (12) consecutive months of cumulative MAP Accuracy Dashboard, exemption will be applied to both targets.

#### 4.2.1.6.6.6. Notification of Review Sample Size Exemption

4.2.1.6.6.7. If Contractor does not meet the Accuracy Incentive Targets per sections 4.2.1.2.2 and 4.2.1.3.2, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.8. Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.6, Contractor will be notified through the Status Report of the Second Reporting Period.

4.2.1.6.6.9. If Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from Contractor based on their MAP Accuracy Dashboard and may request additional documentation as specified in section 4.2.1.6.7.

4.2.1.6.6.10. Contractor shall submit any additional documentation requested for the exemption process to the County Relations web form (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) within ten (10) Business Days from the day of notification (Ticket Type = County Incentives) or the County Relations email address.

#### 4.2.1.6.7. Review Sample Size Exemption Process and Accuracy Performance Incentive Payment

4.2.1.6.7.1. Contractor shall earn the entire Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.2.2 and 4.2.1.3.2 are met after eligible exemption(s) are applied. The Accuracy Performance Incentive Payment shall be allocated as follows: 75% of the total Performance

Incentive Payment shall be awarded for the successful attainment of the Incorrect Eligibility Determination Measure, and 25% shall be awarded for the successful attainment of the Errors That Do Not Impact Eligibility Measure. If both targets are not met, no Accuracy Performance Incentive Payment is earned.

4.2.2. TARGETS: Contractor-size specific accuracy targets for Inaccurate Eligibility Determinations and Errors That Did Not impact Eligibility as detailed in 4.2.1.2.2 and 4.2.1.3.2

#### 4.3. Performance Compliance Performance Incentive Standard

4.3.1. Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 1 when Contractor meets at least three (3) out of four (4) following Targets:

4.3.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1 Contractor may earn a Performance Compliance Performance Incentive Payment in Reporting Period 2 when Contractor meets four (4) out of the six (6) of the following Targets:

4.3.1.1.1.1 Application Timeliness of Determinations, 45 Calendar Days

4.3.1.1.1.2 Application Timeliness of Determinations, 90 Calendar Days

4.3.1.1.1.3 Pending Exceeding Processing Guidelines (EPG) 45 Determinations

4.3.1.1.1.4 Pending Exceeding Processing Guidelines (EPG) 90 Determinations

4.3.1.1.1.5 Renewal Timeliness, NON-LTSS

4.3.1.1.1.6 Pending Exceeding Processing Guidelines (EPG), Renewals NON-LTSS

4.3.1.1.1.1. To earn the full Performance Incentive Payment, Contractor must meet the targets outlined in both Status Report 1 and Status Report 2 for FY 24-25. Each Status Report achieved will contribute 50% toward the total earnings. If only one Status Report is met, partial earnings will be distributed accordingly. Additionally, the Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

#### 4.3.2. Department Monitoring of MAP Dashboards

4.3.2.1. HCPF updates the MAP Dashboards monthly, which are accessible to Contractor through the MAP Dashboard Tableau site, MAP Tableau .

4.3.2.2. If HCPF determines that Contractor has not met specific performance targets, a Management Decision Letter (MDL) will be issued. The MDL will require Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP) that will be monitored by the Department to ensure Contractor's performance is improved.

4.3.2.2.1. Contractor shall refer to HCPF OM 21-078 for guidance on MDLs, IAPs and CAPs, or whichever later Operational Memo supersedes HCPF OM 21-078.

#### 4.3.3. Contractor Monitoring of MAP Dashboards

4.3.3.1. Contractor shall monitor the monthly published MAP Dashboards to ensure targets are met.

4.3.3.2. Contractor shall designate Contractor staff to be MAP Dashboard performance owners. Performance owners will have access to the MAP Dashboards and follow the Standard Operating Procedure (SOP), the County Incentives Program Guide or HCPF Memo Series guidance. Contractor shall use the MAP Dashboard to ensure performance targets are met and to take the necessary action(s) to mitigate ongoing errors when necessary.

4.3.3.3. Contractor shall review and investigate the root causes for not achieving the performance target(s) and, if issued an MDL, shall submit the requested IAP or CAP by the required due date listed on the MDL.

#### 4.3.4. Determining Compliance with Performance Compliance Performance Incentives Standard

##### 4.3.4.1. Timeliness of Determinations

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Application Timeliness of Determinations 45 Calendar Days, as Timely Determinations. Application Timeliness of Determinations 90 Calendar Days, shall be calculated separately (see 4.3.4.2).

4.3.4.1.2. The Department will total all Timely Determinations Contractor completed within the First and Second Reporting Periods and divide that by the total number of Determinations Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Applications Dashboard to determine compliance with timeliness targets.

4.3.4.1.2.2. The MAP Applications Dashboard data will be pulled on the 3rd of each month and after the end of the first and second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

##### 4.3.4.2. Application Timeliness of Determinations, 90 Calendar Days

4.3.4.2.1. Contractor shall complete at least ninety-five percent (95%) of all Application Timeliness of Determinations 90 Calendar Days as Timely Determinations.

4.3.4.2.1.1. The Department will total all Timely Determinations for Application Timeliness of Determinations 90 Calendar Days, Contractor completed within the first and second Reporting Periods and divide that by the total number of Application Timeliness of Determinations, 90 Calendar Days completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places. The MAP Applications Dashboard data will be pulled on the 3rd of each month.

#### 4.3.4.2.2.1 Timeliness of Renewals

4.3.4.1.1. Contractor shall complete at least ninety-five percent (95%) of Renewals Non-LTSS as Timely Renewals as defined in section 1.1.39.

4.3.4.1.2. The Department will total all Timely Non-LTSS Renewals Contractor completed within the Second Reporting Period and divide that by the total number of Determinations Contractor completed during that Reporting Period to determine the timeliness percent. The Department will round these calculated percentages to two (2) decimal places.

4.3.4.1.2.1. The Department will utilize the MAP Renewals Dashboards to determine compliance with timeliness targets.

4.3.4.1.2.2. The MAP Renewals Dashboards data will be pulled on the 3rd of each month and after the First and Second Reporting Period to determine Contractor's performance over the entire six-month Reporting Period.

#### 4.3.4.3. Pending Exceeding Processing Guidelines (EPG) Determinations and Renewals

4.3.4.3.1 Contractor's pending EPG Determinations and EPG Renewal average will be calculated by taking the total number of Pending EPG Determinations and EPG Renewals for the First and Second Reporting Period and dividing that total by the number of months in the Reporting Period. Renewal EPG targets will be applicable for the second Reporting Period. Contractor must be at or below the targets specified below:

#### 4.3.4.3.2. Contractor Targets Pending EPG Table

<b>County Size</b>	<b>App EPG 45 Target</b>
Large	≤ 25
Medium	≤ 5
Small	≤ 3

<b>County Size</b>	<b>App EPG 90 Target</b>
Large	≤ 10
Medium	≤ 3
Small	≤ 1

<b>County Size</b>	<b>Renewal EPG Non-LTSS Target</b>
Large	≤ 130
Medium	≤ 20
Small	≤ 3

4.3.4.3.2 The Department shall conduct performance monitoring of Renewal Long-Term Services and Supports (LTSS) Exceeding Processing Guidelines (EPG) and LTSS Renewal Timeliness on an ongoing basis, as a part of regular operations. If the Department identifies any performance compliance issues or concerns, the Department may utilize the existing MAP Dashboard performance management process. This may include issuing a Management Decision Letter as outlined in Operational Memo 21-078 - HCPF OM 21-078.

4.3.4.3.3. To determine the Pending EPG Determinations and EPG Renewal average, the Department will total the Pending EPG Determinations and EPG Renewals for the First and Second Reporting Period and divide by the number of months in the Reporting Period.

4.3.4.3.3.1. The MAP Dashboard will be used to determine Contractor’s amount of Pending EPG 45 and EPG 90 for the First Reporting Period. The MAP Dashboard will be used to determine Contractor’s amount of Pending EPG 45, EPG 90, EPG Renewal Non-LTSS, and EPG Renewal LTSS for the Second Reporting Period.

4.3.4.3.3.2. The Department will round the Pending EPG 45, EPG 90, EPG Renewal Non-LTSS, and EPG Renewal LTSS averages to the nearest whole number.

4.3.5. Small County and Sample Size Exceptions

4.3.5.1.1. If Contractor processes a total of one hundred (100) or fewer 45 Day Determinations, Contractor shall be deemed to have met the timeliness percentage target so long as they had ten (10) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.2. If Contractor processes a total of ten (10) or fewer 90 Days Determinations, per Reporting Period, Contractor shall be deemed to have met the 90 Days Determinations percentage target so long as they had four (4) or fewer Untimely Determinations during that Reporting Period.

4.3.5.1.3. There are no Small County or Sample Size Exceptions for either Pending EPG 45, Pending EPG 90, EPG Renewal Non-LTSS measures, and EPG Renewal LTSS.

#### 4.3.6. Exemptions for Unusual Circumstances

4.3.6.1. Contractor may request an exemption for unusual circumstances for failure to meet the Timeliness of Determinations and Renewal targets as described in section 4.3.4.1 and 4.3.4.2, failure to meet Pending EPG Determinations and Renewal targets as described in section 4.3.4.3.

4.3.6.2. The exemption process for unusual circumstances is described in section 6, Exemptions.

4.3.7. TARGET: three (3) out of the following four (4) targets are met for reporting period 1.

4.3.7.1.  $\geq 95.00\%$  timeliness average over the first Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.7.2.  $\geq 95.00\%$  timeliness average over the first Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.7.3.  $\leq$  Pending EPG 45 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.4. Applications 45 Days

<b>County Size</b>	<b>App EPG 45 Target</b>
Large	$\leq 25$
Medium	$\leq 5$
Small	$\leq 3$

4.3.7.5.  $\leq$  Pending EPG 90 determinations must average at or below the target level during Reporting Period 1, taking into account the size of Contractor.

4.3.7.6. Applications 90 days

<b>County Size</b>	<b>App EPG 90 Target</b>
Large	$\leq 10$
Medium	$\leq 3$
Small	$\leq 1$

4.3.8. TARGET: four (4) out of the following six (6) targets are met in the second reporting period:

4.3.8.1.  $\geq 95.00\%$  timeliness average over the second Reporting Period for Application Timeliness of Determinations, 45 Days.

4.3.8.2.  $\geq 95.00\%$  timeliness average over the second Reporting Period for Application Timeliness of Determinations, 90 Days.

4.3.8.3.  $\geq 95.00\%$  timeliness average over the second Reporting Period for Renewal Non-LTSS Timeliness.

4.3.8.4.  $\leq$  Pending EPG 45 determinations must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.5. Applications 45 Days

<b>County Size</b>	<b>App EPG 45 Target</b>
Large	$\leq 25$
Medium	$\leq 5$
Small	$\leq 3$

4.3.8.6.  $\leq$  Pending EPG 90 determinations must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.7. Applications 90 Days

<b>County Size</b>	<b>App EPG 90 Target</b>
Large	$\leq 10$
Medium	$\leq 3$
Small	$\leq 1$

4.3.8.8.  $\leq$  Pending EPG Renewal Non-LTSS must average at or below the target level during Reporting Period 2, taking into account the size of Contractor.

4.3.8.9. Renewals Non-LTSS

<b>County Size</b>	<b>Renewal EPG Non-LTSS Target</b>
Large	$\leq 130$
Medium	$\leq 20$
Small	$\leq 3$

4.3.7.2 To earn the full Performance Compliance Performance Incentive Payment, Contractor must meet the targets outlined in both First Status Report and Second Status Report for FY 24-25. Each status report achieved will contribute 50% toward the total earnings. If only one status report is met, partial earnings

will be distributed accordingly. Additionally, the Performance Compliance Performance Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

#### 4.3.8. Customer Service Performance Incentive Standard

4.3.8.1. Contractor may earn one Customer Service Performance Incentive Payment at the end of the Second Reporting Period in which Contractor meets the target and submits the required deliverable(s) as outlined for each Contractor Customer Service Tier relating to improving customer service. These targets demonstrate that Contractor is actively implementing the rule 10 CCR 2505-5 1.020.3.4, which requires the county director to have a documented policy/process outlining the administrative internal controls that ensure Contractor provides timely, respectful and culturally appropriate customer service to Medical Assistance applicants and members.

#### 4.3.8.2. Contractor Customer Service Tier

4.3.8.3. The Department assigned Contractor to a Customer Service Tier during Fiscal Year 2022-23. The Customer Service Tier determines which customer service metrics, Targets, and deliverables Contractor must meet and/or submit to earn a Customer Service Performance Incentive Payment.

#### 4.3.8.4. Customer Service Tier Reclassification

4.3.8.4.1. The Department may, in consultation with Contractor, amend its initial classification and reclassify Contractor to a different Customer Service Tier.

4.3.8.4.2. Any reclassification approved by the Department, in consultation with Contractor, shall take effect the following Reporting Period.

4.3.8.4.3. Contractor reclassifications from the Tier 2 to Tier 1 are allowable.

#### 4.3.9. Customer Service Tier 1

4.3.9.1. If Contractor is assigned to the Customer Service Tier 1 category, the Department shall classify Contractor as Tier 1 to determine what Contractor's required targets and deliverables are.

##### 4.3.9.1.1. Customer Service Tier 1

4.3.9.1.1.1. If Contractor is classified as Tier 1, Contractor is understood to have an active call center operation, which can be as small as one Contractor staff or as large as 100 or more Contractor staff members answering calls, with a dedicated line which has the technology in place to provide data, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls.

4.3.9.1.1.2. If Contractor is classified as Tier 1, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.9.1.1.3. Submit to the Department monthly Call Center reporting from Contractor's available data that complies with the Call Center data reporting requirements determined by the Department.

4.3.9.1.1.4. Monthly reporting will be due on the 10th of each month and sent electronically to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>).

4.3.9.1.1.5. To meet fiscal year end requirements, monthly reporting for June 2025 data is due by July 3, 2025.

4.3.9.1.1.6. Data elements required to be submitted by Contractor shall be issued via HCPF Memo Series.

4.3.9.1.1.7. Meet and/or exceed a service-level performance target for Contractor's Call Center Average Speed to Answer (ASA) by the Second Semi-Annual Due Date, July 5, 2025.

4.3.9.1.1.8. The service-level performance targets for Contractor's Average Speed to Answer shall be jointly determined by the Department and Contractor at the beginning of Fiscal Year 2024-25. This joint determination will take place during the first technical assistance meeting, scheduled for August 2024, as mandated for that fiscal year. The ASA performance targets shall be calculated as an average over either the six-month period from January 2025 to June 2025 or the 12 month period from July 2024 to June 2025. The finalized targets will be communicated through the HCPF Memo Series.

4.3.9.1.1.9. Attend, at a minimum two, half-hour technical assistance (a learning and support session) with the Department's MCC Operations staff before June 14, 2025.

4.3.9.1.1.10. At a minimum, one technical assistance will occur during each of the reporting periods.

4.3.9.1.1.11. Contractor can request additional support, beyond the required session detailed 4.3.9.1.1.9, from the MCC Operations staff to improve its ASA performance by contacting the County Relations webform.

4.3.9.1.1.12. The Department can require additional technical assistance in addition to the two required technical assistance meetings if Contractor's data indicates additional support is necessary to meet the ASA targets.

4.3.9.1.1.13. Contractor assigned to Customer Service Tier 1 must comply with the provisions in sections 4.3.9.1.1 to earn a Customer Service Performance Incentive Payment.

#### 4.3.10. Customer Service Tier 2

4.3.10.1. If Contractor is assigned to the Customer Service Tier 2 category, the Department shall determine what Contractor's required metrics, targets and deliverables are.

4.3.10.2. If Contractor is classified as Tier 2, Contractor is understood to be small enough in operations and workload where a call center (defined as at least one or more staff members answering a dedicated line and to not have the technology in place, at a minimum, on the number of calls received, the average wait time and the number of abandoned calls) is cost-prohibitive or not supportable under existing funding or staffing allocations.

4.3.10.3. If Contractor is classified as Tier 2, Contractor shall complete each of the following targets and deliverables to earn a Customer Service Performance Incentive Payment:

4.3.10.3.1. Implement the Customer Service Survey Outreach Plan submitted at the end of FY2022-23 and submit a report in FY 24-25 Reporting Period 2 updating the Department on the implementation of the Customer Service Survey Outreach Plan.

4.3.10.3.1.1. If Contractor classified as Tier 2 did not submit a Customer Service Survey Outreach Plan in FY 2022-23 or FY 2023-24, Contractor is required to submit a Customer Service Survey Outreach Plan in FY 2024-25 and to meet all other Tier 2 targets and deliverables to earn the Customer Service Incentive.

4.3.10.3.1.2. The Customer Service Survey shall be managed by the Colorado Department of Health Care Policy and Financing (HCPF). Contractor is not required to take any action regarding the administration or implementation of this survey. The Customer Service Survey will be distributed by HCPF to all members who have a name and email address submitted and who have opted in to receive communications from the Department. The survey distribution will occur on a quarterly basis each calendar year.

4.3.10.3.1.3. Contractor's baseline for member satisfaction was established at the end of Fiscal Year 2023-24. This baseline will serve as the reference point for calculating the percentage increase or decrease in member satisfaction for each survey question. Contractor is required to meet the performance targets issued through the HCPF Memo Series. These targets will outline the expected levels of member satisfaction based on the established baseline.

4.3.10.3.1.4. The Customer Service Survey Outreach Plan shall include Contractor's methodologies and strategies for increasing applicant and member participation in the Department's Customer Service Survey in the following contract cycle.

4.3.10.3.1.5. The Customer Service Outreach Plan will include, at minimum, the following:

4.3.10.3.1.6. Who is responsible for Contractor's Outreach Plan.

4.3.10.3.1.7. What communications, methodologies and strategies will be used to engage with applicants and members to increase participation in the survey.

4.3.10.3.1.8. How Contractor will ensure that negative action is not taken against applicants and members who decline to participate in the Customer Service Survey.

4.3.10.3.1.9. How Contractor tracks and monitors its participation rate based on Department-provided data.

4.3.10.3.1.10. No template is provided to Contractor for the Customer Outreach Plan; the Contractor's Outreach Plan shall be detailed on Contractor's letterhead.

#### 4.3.11. Customer Service Performance Incentive Standard Exemptions for Unusual Circumstances

4.3.11.1. Contractor may request an exemption for unusual circumstances for failure to meet the service-level performance targets as detailed in section 4.3.9.1.1.8, if Contractor was classified by the Department as Customer Service Tier 1.

4.3.11.2. No exemptions for unusual circumstances are allowed for deliverables for each Tier for Contractors classified as Customer Service Tier 1 or Tier 2. Deliverables include any required plans, reports, data, and technical assistance.

4.3.11.3. The exemption process for unusual circumstances is described in section 6, Exemptions; only Contractor exemption requests that follow the process and meet the requirements as outlined in section 6 will be considered by the Department.

#### 4.3.12. PERFORMANCE TARGETS:

4.3.12.1. Tier 1: Contractor's predetermined, individualized Average Speed to Answer (ASA) target is set forth in the HCPF Memo Series, which Contractor shall be at or below for the each Reporting Period. Additionally, each Contractor's individualized ASA target shall not exceed the following maximums:

4.3.12.1.1. For the First Reporting Period from July 2024 to December 2024, no ASA target shall exceed 30 minutes

4.3.12.1.2. For the Second Reporting Period from January 2025 to June 2025, no ASA target shall exceed 25 minutes

4.3.12.1.3. The Department may utilize, at its discretion, Contractor's data from the Reporting Period that best supports Contractor's performance.

4.3.12.2 Contractor is required to complete all necessary participation in technical assistance sessions with the Member Contact Center (MCC) as scheduled. Contractor must submit call center reporting data in accordance with the specifications outlined in sections 4.3.9.1.1.4 and 4.3.9.1.1.5 of this agreement. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

4.3.12.3. Tier 2: Contractor shall submit a report detailing the implementation of each customer service plan. The report template will be provided by the Department. Additionally, Contractor will be required to submit a report that will include data on the process and/or procedures used by each county to address member calls. This data will Include but is not limited to:

4.3.12.3.1. Current phone system (name/company: Cisco, 360 Connect, Vonage etc.)

4.3.12.3.2. Is your county task based or caseload based? Or a mixture of both? Is the caseload shared or individualized?

4.3.12.3.3. At your site which staff are responsible to answer inbound calls from members (Ex: staff at the front desk answer incoming calls or an eligibility technician is tasked with answering the phones, and this task is rotated amongst eligibility technicians daily)?

4.3.12.3.4. Expectations around returning phone calls (Calls are sent to eligibility, calls are returned by dedicated call takers, expected timeline of response, etc.):

4.3.12.3.5. Method for ensuring expectations are met (inbound/outbound calls are tracked and how they are tracked, or calls are monitored by leadership for internal escalations and such and are tracked by leadership)

4.3.12.4. Expectations for completing this report will be provided in the HCPF Memo Series.

4.3.12.4.1. Contractor is expected to achieve one of the following targets over the fiscal year:

4.3.12.4.2. An increase of 3% in customer service survey response rates, averaged over the fiscal year, compared to the baseline survey conducted in May 2023.

4.3.12.4.3. A baseline score of at least 3 out of 5 (three out of five) stars on customer service surveys over the fiscal year.

4.3.12.5 If Contractor did not submit a Customer Service Outreach Plan or Customer Service Improvement Plan (CSIP) in Fiscal Year 2023-234, Contractor is required to submit such a plan in Fiscal Year 2024-25 to qualify for the Customer Service Incentive. This requirement is in addition to meeting all other Tier 2 targets and deliverables. Additionally, the Customer Services Incentive Payment will constitute 30% of the total amount available for this County Incentive Contract.

## **5. SEMI-ANNUAL REPORTING**

5.1. Contractor shall submit documentation to the Department to verify Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. Contractor must submit documentation to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email HCPF\_CountyRelations@state.co.us, unless otherwise specified through the HCPF Memo Series.

5.1.1. For the Second Reporting Period, Contractor shall submit the following documentation:

5.1.1.1. Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if Contractor failed to meet specified target(s). Contractor shall only submit documentation upon the Department's request after the release of the Report Period 2 Status Report.

5.1.1.1.1. Any Customer Service Improvement Plan, Customer Service Outreach Plan, reports or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series. A due date for any plans not submitted in FY 2024-25 will be provided in HCPF Memo Series.

## **6. EXEMPTIONS**

6.1. Contractor may request an exemption for unusual circumstances for specific Performance Incentive Standards by following the process as outlined in section 6.

6.1.1. Based on the Department's review of Contractor's request, partial payment of the Performance Incentive Standard Payments may be made at the Department's discretion, which is not subject to exemption request or dispute. The Department's decision on partial payment is final in addition to any Performance Incentive Payments made based on the Department's determination.

### **6.2. Definition of Unusual Circumstances**

6.2.1. Unusual circumstances are defined as uncommon, rare or sudden events such as ransomware or other types of cybersecurity attacks, natural disasters, etc. The circumstance must have been out of Contractor's direct control, and which directly result in the failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard.

6.2.2. Unusual circumstances for which Contractor can request exemption include circumstances that cause a large, sustained increase in workload.

6.2.3. Unusual circumstances do not include circumstances for which Contractor had direct knowledge or control over, including Contractor's clear and demonstrated failure to act in accordance with or meet the requirements of the specific Performance Incentive Standard is evident.

6.2.4. The Department's determination of whether Contractor's request for exemption meets the definition of unusual circumstances is final.

### **6.3. Process for Unusual Circumstances Exemption Requests**

6.3.1. The process for Contractor to submit an exemption request shall be communicated via the HCPF Memo Series for each Performance Incentive Standard.

6.3.2. Unusual circumstances exemption requests must include thorough supporting documentation from Contractor clearing outlining what unusual circumstance occurred and what occurred as a result of the unusual circumstance. Contractor shall be responsible for timely submission of any additional documentation requested by the Department for the exemption process determination.

6.3.3. General questions on unusual circumstances exemption requests should be submitted to the County Relations webform (<https://hcpfdev.secure.force.com/HCPFCountyRelations>) or email [HCPF\\_CountyRelations@state.co.us](mailto:HCPF_CountyRelations@state.co.us)

#### 6.4. Department Review and Approval of Exemption Requests

6.4.1. Based on Contractor's unusual circumstances exemption request and supporting documentation, the Department will provide Contractor with an approval or denial of the request on the Final Status Report.

6.4.2. If the Department approves the unusual circumstances exemption request, partial payment will be made to Contractor. Partial payment will align with the Performance Incentive Standard exemption request the Department ultimately approved.

6.4.2.1. The Department has the sole authority to determine the amount of partial payment, which is not subject to dispute by Contractor.

6.4.2.2. If partial payment is made based on Contractor's unusual circumstances exemption request, the Department will provide the actual amount of the partial payment on the Final Status Report.

6.4.3. If the Department denies the unusual circumstances exemption request submitted by the Contractor, the Performance Incentives Payments issued are final and are not subject to further dispute or appeal.

6.4.4. The Department has the sole discretion to approve or reject any request for unusual circumstances exceptions and may limit the total number of approved exemptions for all Performance Incentive Standards.

#### 6.4.5. Non-Allowable Exemption Reasons

6.4.5.1. The Department will deny unusual circumstances exemption requests that are (1) determined to be the fault of Contractor; (2) unusual circumstances that did not exist; (3) and/or any exemption requests based on the following but not limited to the following:

6.4.5.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

6.4.5.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standards eligible for exemption requests.

6.4.5.1.3. Contractor's failure to review and utilize County Administration regulations at 10 CCR 2505-5 1.020 and County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series and the County Incentives Program Guide, that resulted

in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

6.4.5.1.4. The Department's final determination of Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

6.4.5.1.5. Contractor's failure to use the MAP Dashboards for the purposes of fulfilling the purpose of meeting the performance measures outlined in this contract.

6.4.5.1.6. Contractor's failure to use EQA case review results for the purposes the purpose of meeting the performance measures outlined in this contract. The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.

6.4.6. Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further documentation from Contractor to determine whether the request for exemption meets the exemption standards as stated in Section 6, Exemptions.

6.5. Performance Incentive Standards Eligibility for Unusual Circumstances Exemption Requests.

6.5.1. Unusual circumstances exemption requests will be considered for any Performance Incentive Standard listed under section 6.5.1.

6.5.1.1. Customer Service Performance Incentive Standard

6.5.1.2. Accuracy Performance Incentive Standard

6.5.1.3. Performance Compliance Incentive Standard

## **7. NOTIFICATIONS**

7.1. After each Reporting Period, Contractor will be provided a Status Report that outlines Performance Incentive Standards that were met.

7.1.1. Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.

7.1.2. If Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will be scored individually and the Final Status Report will outline final payment estimated earnings based on meeting the targets for each reporting period.

7.2. After the conclusion of the fiscal year, the Department will provide Contractor a Final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by Contractor.

7.2.1. The Final Status Report cannot be disputed; if Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, Contractor must have disputed that result based on the Reporting Period Status Report.

7.3. Each Reporting Period Status Report and the Final Status Report will be sent to the county human/social services director and will act as the official notification of Contractor's compliance with the Performance Incentives Standards.

7.4. Status Reports for each Reporting Period will be sent within ten (10) Calendar Days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.

7.4.1. If the Department experiences unusual circumstances resulting in a delay with sending Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution during the ten (10) Calendar Days after the Semi-Annual Reporting due date for each Reporting Period and provide an updated timeline for sending Contractor's Reporting Period or final Status Reports.

7.5. The Final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.

7.6. Contractor will have the opportunity to dispute the Status Report results as defined in Section 8.1.

## **8. DISPUTE RESOLUTION**

### **8.1. Opportunity and Timeframe for Dispute Resolution**

8.1.1. In the event Contractor disagrees with the findings of the official notification as found in section 7, Notifications, Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.

8.1.1.1. The Final Status Report cannot be disputed per section 7.2.1.

8.1.1.1.1. Contractor shall have a period of five (5) Calendar Days, commencing the day following the issuance date of each Reporting Period Status Report, to review the report and raise any disputes regarding the results.

8.1.1.1.1.1. If Contractor fails to dispute the Reporting Period Status Report within five (5) Calendar Days commencing the day following the issuance date of each Report Period Status Report, the Status

Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.

## 8.2. Allowable Disputes

8.2.1. Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

8.2.1.1. If the Department states supporting documentation was omitted in its entirety or if the Department states the documentation was submitted outside of the time frames outlined in the Contract and Contractor refutes the claim, Contractor must submit proof of submission. Contractor must show the documentation was in fact submitted in a timely manner and in accordance with the contractually required due date. Contractor requests a re-review of Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.

8.2.1.2. Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.

8.2.1.2.1. Contractor will be responsible for providing all necessary and relevant data to the Department for the purposes of determining if Contractor's data in fact conflicts with the Department's data.

8.2.1.2.2. The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.

8.2.1.2.3. Any and all supporting documentation allowed under this sub-section must be submitted to the Department within (3) three Calendar Days of said documentation being determined relevant by the Department. If the documentation is not received by the Department by the timeframe outlined, it will no longer be considered in the Dispute Resolution process.

8.2.2. The Department reserves the right to add additional allowable dispute reasons on a case-by-case basis based on new and relevant information made available to the Department from Contractor. The Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.

## 8.3. Non-Allowable Disputes

8.3.1. Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:

8.3.1.1. Contractor failed to meet contractually specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.

8.3.1.2. Contractor failed to meet contractually specified requirements relating to performance targets of any Performance Incentive Standard.

8.3.1.3. Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the Memo Series and County Incentives Program Guide, that resulted in Contractor failing to meet performance targets and deliverables relating to any Performance Incentive Standard.

8.3.1.4. The Department's final determination of Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.

8.3.2. The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9. COMPENSATION**

### 9.1. Compensation

#### 9.1.1. Performance Incentive Payment

9.1.1.1. The Department shall pay Contractor, after the end of the state fiscal year (SFY) in which the work was performed, Performance Incentive Payments for each Performance Incentive Standard met during the applicable Reporting Period as follows:

9.1.1.1.1. The Department shall pay Contractor an Accuracy Performance Incentive Payment, if applicable, after the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard. To earn the entire Accuracy Performance Incentive Payment, Contractor must meet both targets as specified in section 4.2.1.1, which includes Target for Inaccurate Eligibility Determination Rate and Target for Errors That Do Not Impact Eligibility. If Contractor only meets one target, the Accuracy Performance Incentive Payment will be either 75% or 25% of the total amount for this Performance Incentive Standard as defined in section 4.2.1.

9.1.1.1.2. The Department shall pay Contractor a Performance Compliance Performance Incentive Payment at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard during the first and second Reporting Period as defined in section 4.3.1.3.

9.1.1.1.3. The Department shall pay Contractor a Customer Service Performance Incentive Payment as shown at the conclusion of the Second Reporting Period if Contractor meets the requirements for that Performance Incentive Standard defined in section 4.3.12.

#### 9.1.2. Remaining Funds Incentive Pool Payment

9.1.2.1. The Department will create a Remaining Funds Incentive Pool each SFY.

9.1.2.1.1. The Remaining Funds Incentive Pool shall include the following:

9.1.2.1.1.1. The total amount of all base Performance Incentive Payments allocated to any Contractor that opted out of participation in the Performance Incentive Standards Program for that SFY.

9.1.2.1.1.2. Each of the Performance Incentive Payments that were not earned by Contractor during a Reporting Period in that SFY.

9.1.2.1.1. Contractor shall be eligible for Remaining Funds Incentive Pool payments.

9.1.2.1.2. If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.

9.1.2.2. The Remaining Funds Incentive Pool will be paid as follows:

9.1.2.2.1. Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.

9.1.2.2.2. Based on the proportion of total Incentive funds that Contractor is eligible to be paid in each SFY, Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.

9.1.2.2.3. Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.

## 9.2. Payment Procedures

9.2.1. Contractor shall receive Performance Incentive Payments at the end of the Second Reporting Period within ninety (90) Calendar Days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

9.2.1.1. If Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize Contractor's earned Performance Incentive Payments during the closeout process.

9.2.2. Actual Performance Incentive Payment maximums are dependent on Contractor's share of Medicaid county administration expenditure. In no event shall Contractor be paid more than Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.

9.2.3. The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.

9.2.4. Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).

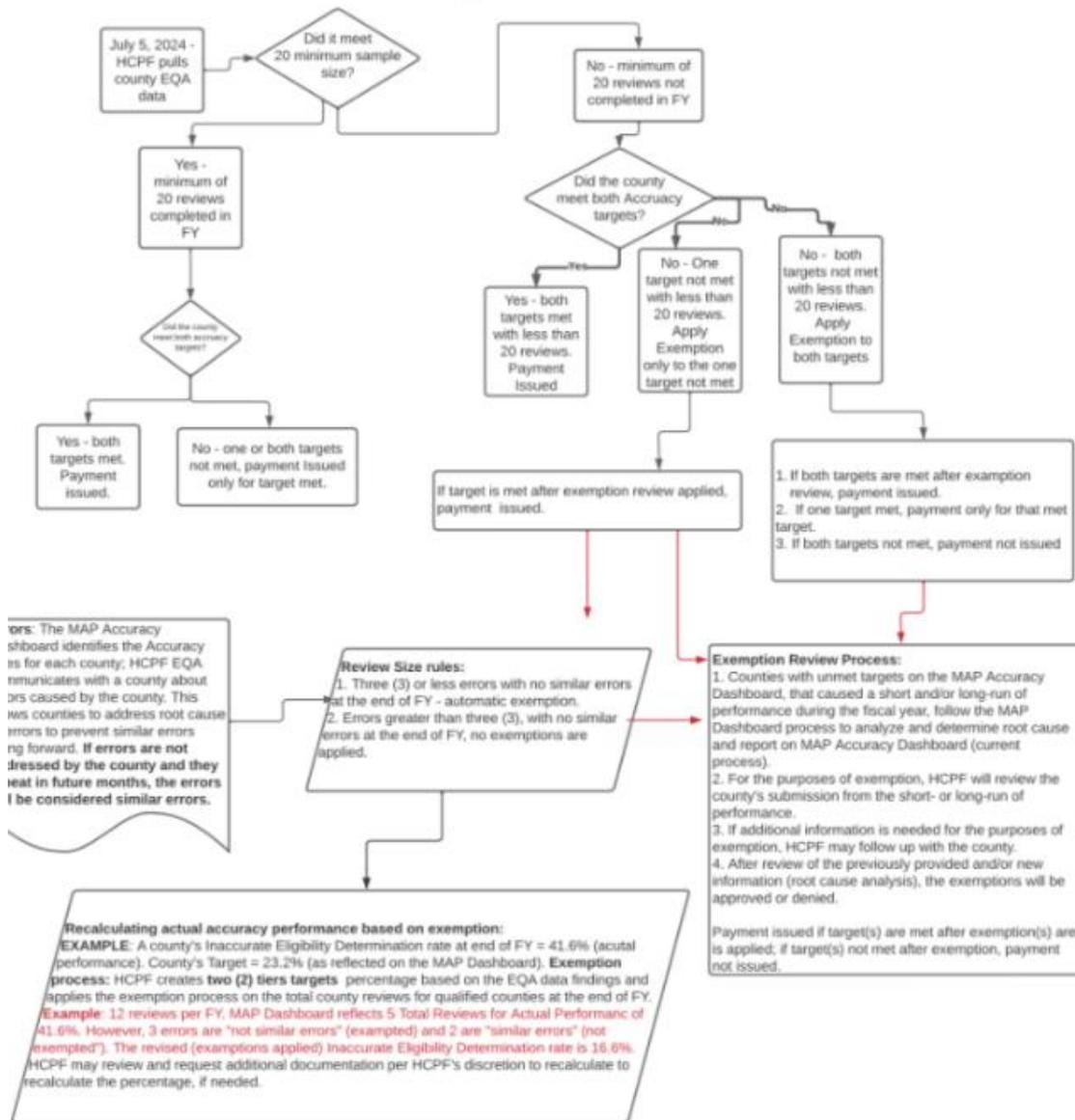
9.2.5. The Incentive Payment earned is unrestricted, and Contractor may utilize the fund per Contractors discretion.

**EXHIBIT B-3, RATES**

1. SFY 2024-2025 Incentives Payment Table

<b>County Incentive Payment Measures</b>	<b>Percentage of the Incentive Contract</b>
Accuracy Performance Incentive Payment	40%
Performance Compliance Performance Incentive Payment	30%
Customer Service Incentive Payment	30%

## Exhibit D-1: Review Sample Size Exemption Process Flow



# STATE OF COLORADO INTERGOVERNMENTAL AGREEMENT

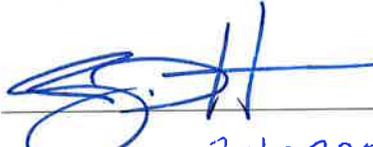
## COVER PAGE

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Contract Number</b> 22-171376
<b>Contractor</b> Hinsdale County	<b>Contract Performance Beginning Date</b> The Effective Date
<b>Contract Maximum Amount</b> Initial Term State Fiscal Year 2022 <span style="float: right;">\$6,072.29</span>	<b>Initial Contract Expiration Date</b> June 30, 2022
	<b>Contract Authority</b> Authority to enter into this Contract exists in C.R.S. §25.5-1-101, <i>et. seq.</i> and insert other specific statutory authority or delete this entirely if no other specific authority exists
Total for All State Fiscal Years <span style="float: right;">\$6,072.29</span>	
<b>Contract Purpose</b> The purpose of this Contract is to create performance-based benchmarks and deliverables for county departments of human/social services to achieve certain performance standards related to County Administration, Medical Assistance Eligibility and cooperation with other Medical Assistance-related entities. This Amendment includes new Performance Incentives.	
<b>Exhibits and Order of Precedence</b> The following Exhibits and attachments are included with this Contract: <ol style="list-style-type: none"> <li>1. Exhibit A – Statement of Work</li> <li>2. Exhibit B – Rates</li> <li>3. Exhibit C – Sample Option Letter</li> <li>4. Exhibit D: Review Sample Size Exemption Process Flow</li> </ol> <p>In the event of a conflict or inconsistency between this Contract and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:</p> <ol style="list-style-type: none"> <li>1. Exhibit A, HIPAA Business Associates Addendum.</li> <li>2. Exhibit G, Federal Provisions</li> <li>3. Colorado Special Provisions in §18 of the main body of this Contract.</li> <li>4. The provisions of the other sections of the main body of this Contract.</li> <li>5. Exhibit A, Statement of Work.</li> <li>6. Exhibit B, Rates.</li> <li>7. Exhibit C, Sample Option Letter.</li> </ol>	
<b>Principal Representatives</b>	
For the State: Josh Montoya Department of Healthcare Policy and Financing Policy, Communications, and Administration Office 1570 Grant Street Denver, Colorado, 80203 Josh.Montoya@state.co.us	For County: Joni Reynolds Hinsdale County 225 N Pine St, Suite A Gunnison, CO 81230 jreynolds@gunnisoncounty.org

### SIGNATURE PAGE

#### THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

Each person signing this Contract represents and warrants that the signer is duly authorized to execute this Contract and to bind the Party authorizing such signature.

<p style="text-align: center;"><b>County</b> Jonathan Houck, Commissioner, <i>Gunnison County</i> <del>Hinsdale County</del></p> <p><i>Chair, Gunnison-Hinsdale Board of Human Services</i></p> <p>By: </p> <p>Date: <u>2-1-2022</u></p>	<p style="text-align: center;"><b>STATE OF COLORADO</b> <b>Jared S. Polis, Governor</b> Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <p>DocuSigned by:  0B6A84797EA8493...</p> <p>By: _____</p> <p style="text-align: center;">3/22/2022</p> <p>Date: _____</p>
	<p style="text-align: center;"><b>LEGAL REVIEW</b> Phil Weiser, Attorney General</p> <p>By: _____ N/A _____</p> <p>Date: _____</p>
<p style="text-align: center;">In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>DocuSigned by:  BBE0F4C030DC45C...</p> <p>By: _____</p> <p style="text-align: center;">3/22/2022</p> <p style="text-align: center;">Effective Date: _____</p>	

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## 1. PARTIES

This Contract is entered into by and between the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Contract (the “State,” the “Department,” or “HCPF”) and Contractor named on the Cover Page for this Contract (the “Contractor”). Contractor and the State agree to the terms and conditions in this Contract.

## 2. TERM AND EFFECTIVE DATE

### A. Effective Date

This Contract shall not be valid or enforceable until the Effective Date. The State shall not be bound by any provision of this Contract before the Effective Date and shall have no obligation to pay Contractor for any Work performed or expense incurred before the Effective Date or after the expiration or sooner termination of this Contract.

### B. Initial Term

The Parties’ respective performances under this Contract shall commence on the Contract Performance Beginning Date shown on the Cover Page for this Contract and shall terminate on the Initial Contract Expiration Date shown on the Cover Page for this Contract (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Contract.

### C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Contract beyond the Initial Term for a period, or for successive periods, of one year or less at the same rates and under the same terms specified in the Contract (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Except as stated in §2.D, the total duration of this Contract, including the exercise of any options to extend, shall not exceed five years from its Effective Date absent prior approval from the Chief Procurement Officer in accordance with the Colorado Procurement Code.

### D. End of Term Extension

If this Contract approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Contractor as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Contract in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement contract or modification extending the total term of this Contract.

### E. Early Termination in the Public Interest

The State is entering into this Contract to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Contract ceases to further the public interest of the State, the State, in its discretion, may terminate this Contract in whole or in part. A determination that this Contract should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Contract by the State for breach by Contractor, which shall be

governed by §12.

i. Method and Content

The State shall notify Contractor of such termination in accordance with §14. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Contract, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Contractor shall be subject to the rights and obligations set forth in §12.

iii. Payments

If the State terminates this Contract in the public interest, the State shall pay Contractor an amount equal to the percentage of the total reimbursement payable under this Contract that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Contract is less than 60% completed, as determined by the State, the State may reimburse Contractor for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Contract, incurred by Contractor that are directly attributable to the uncompleted portion of Contractor's obligations, provided that the sum of any and all reimbursement shall not exceed the maximum amount payable to Contractor hereunder.

### 3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. "**Breach of Contract**" means the failure of a Party to perform any of its obligations in accordance with this Contract, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Contractor is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Contract, then such debarment or suspension shall constitute a breach.
- B. "**Business Day**" means any day other than Saturday, Sunday, or a Legal Holiday as listed in C.R.S. §24-11-101(1).
- C. "**Chief Procurement Officer**" means the individual to whom the Executive Director has delegated his or her authority, pursuant to C.R.S. §24-102-202(6), to procure or supervise the procurement of all supplies and services needed by the state.
- D. "**Contract**" means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- E. "**Contract Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Contract.
- F. "**Contractor Pre-Existing Material**" means material, code, methodology, concepts, process, systems, technique, trade or service marks, copyrights, or other intellectual property

developed, licensed or otherwise acquired by Contractor prior to the Effective Date of this Contract and independent of any services rendered under any other contract with the State.

- G. “**Colorado Open Records Act (CORA)**” means C.R.S. §24-72-200.1, *et. seq.*
- H. “**Criminal Justice Information (CJI)**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under C.R.S. §24-72-302.
- I. “**Effective Date**” means the date on which this Contract is approved and signed by the Colorado State Controller or designee, as shown on the Cover Page for this Contract. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then the Effective Date of this Contract shall be the later of the date on which this Contract is approved and signed by the State’s Chief Information Officer or authorized delegate or the date on which this Contract is approved and signed by the State Controller or authorized delegate, as shown on the Cover Page for this Contract.
- J. “**End of Term Extension**” means the time period defined in §2.D
- K. “**Exhibits**” means the exhibits and attachments included with this Contract as shown on the Cover Page for this Contract.
- L. “**Extension Term**” means the time period defined in §2.C
- M. “**Goods**” means any movable material acquired, produced, or delivered by Contractor as set forth in this Contract and shall include any movable material acquired, produced, or delivered by Contractor in connection with the Services.
- N. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in C.R.S. §24-37.5-401, *et. seq.* Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Information regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- O. “**Initial Term**” means the time period defined in §2.B
- P. “**Party**” means the State or Contractor, and “**Parties**” means both the State and Contractor.
- Q. “**Payment Card Information (PCI)**” means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- R. “**Personal Health Information (PHI)**” means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the

individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

- S. **“Personally Identifiable Information (PII)”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in C.R.S. §24-72-501.
- T. **“Services”** means the services to be performed by Contractor as set forth in this Contract, and shall include any services to be rendered by Contractor in connection with the Goods.
- U. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- V. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to C.R.S. §24-30-202(13)(a).
- W. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- X. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- Y. **“Subcontractor”** means third-parties, if any, engaged by Contractor to aid in performance of the Work.
- Z. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to, all information defined as federal tax information in Internal Revenue Service Publication 1075.
- AA. **“Work”** means the Goods delivered and Services performed pursuant to this Contract.
- BB. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work

Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Contract that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit, including the terminology in Exhibit D.

#### **4. STATEMENT OF WORK**

Contractor shall complete the Work as described in this Contract and in accordance with the provisions of Exhibit B, and Exhibit E. The State shall have no liability to compensate Contractor for the delivery of any goods or the performance of any services that are not specifically set forth in this Contract.

The State, at its discretion, shall have the option to increase or decrease the statewide quantity of Goods and Services based upon rates established in this Contract, and increase the maximum amount payable accordingly. In order to exercise this option, the State shall provide written notice to Contractor in a form substantially equivalent to the Sample Option Letter attached to this contract. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in this Contract.

#### **5. PAYMENTS TO CONTRACTOR**

##### **A. Maximum Amount**

Payments to Contractor are limited to the unpaid, obligated balance of the Contract Funds. The State shall not pay Contractor any amount under this Contract that exceeds the Contract Maximum for that State Fiscal Year shown on the Cover Page for this Contract.

##### **B. Payment Procedures**

###### **i. Invoices and Payment**

- a. The State shall pay Contractor in the amounts and in accordance with the schedule and other conditions set forth in Exhibit B, Statement of Work and Exhibit C, Rates.
- b. Contractor shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Contractor and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Contractor shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Contract.

###### **ii. Interest**

Amounts not paid by the State within 45 days of the State’s acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45<sup>th</sup> day at the rate of one percent per month, as required by C.R.S. §24-30-202(24)(a), until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Contractor shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day’s interest to be paid and the interest rate.

iii. Payment Disputes

If Contractor disputes any calculation, determination or amount of any payment, Contractor shall notify the State in writing of its dispute within 30 days following the earlier to occur of Contractor's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Contractor and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Contractor beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Contract Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Contract Funds, the State's obligation to pay Contractor shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Contract shall be made only from Contract Funds, and the State's liability for such payments shall be limited to the amount remaining of such Contract Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Contract, the State may, upon written notice, terminate this Contract, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Contract were terminated in the public interest as described in §2.E.

## 6. REPORTING - NOTIFICATION

A. Quarterly Reports.

In addition to any reports required pursuant to this Contract or pursuant to any other Exhibit, for any contract having a term longer than 3 months, Contractor shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Contract. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than 5 Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Contractor is served with a pleading or other document in connection with an action before a court or other administrative decision-making body, and such pleading or document relates to this Contract or may affect Contractor's ability to perform its obligations under this Contract, Contractor shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's principal representative identified on the Cover Page of this Contract.

## 7. CONTRACTOR RECORDS

A. Maintenance

Contractor shall maintain a file of all documents, records, communications, notes and other materials relating to the Work (the "Contractor Records"). Contractor Records shall include all documents, records, communications, notes and other materials maintained by Contractor that relate to any Work performed by Subcontractors, and Contractor shall maintain all records related to the Work performed by Subcontractors required to ensure proper performance of that Work. Contractor shall maintain Contractor Records until the last to occur of: (i) the date three years after the date this Contract expires or is terminated, (ii) final payment under this Contract is made, (iii) the resolution of any pending Contract matters, or (iv) if an audit is occurring, or Contractor has received notice that an audit is pending, the date such audit is completed and its findings have been resolved (the "Record Retention Period").

B. Inspection

Contractor shall permit the State to audit, inspect, examine, excerpt, copy and transcribe Contractor Records during the Record Retention Period. Contractor shall make Contractor Records available during normal business hours at Contractor's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

The State, in its discretion, may monitor Contractor's performance of its obligations under this Contract using procedures as determined by the State. The State shall monitor Contractor's performance in a manner that does not unduly interfere with Contractor's performance of the Work.

D. Final Audit Report

Contractor shall promptly submit to the State a copy of any final audit report of an audit performed on Contractor's records that relates to or affects this Contract or the Work, whether the audit is conducted by Contractor or a third party.

**8. CONFIDENTIAL INFORMATION-STATE RECORDS**

A. Confidentiality

Contractor shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Contractor shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Contract, permitted by law or approved in Writing by the State. Contractor shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Contractor or any of its Subcontractors will or may receive the following types of data, Contractor or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Contract as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of

Investigation, Criminal Justice Information Services Security Policy for all CJ, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Contract, if applicable. Contractor shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Contractor may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Contract. Contractor shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Contract, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Contractor shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Contractor shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Contractor shall provide the State with access, subject to Contractor's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Contract, Contractor shall return State Records provided to Contractor or destroy such State Records and certify to the State that it has done so, as directed by the State. If Contractor is prevented by law or regulation from returning or destroying State Confidential Information, Contractor warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Contractor becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Contractor can establish that none of Contractor or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Contractor shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Contractor shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may, in its sole discretion and at Contractor's sole expense, require Contractor to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Contractor shall provide the State with results of such audit and evidence of Contractor's planned remediation in response to any negative findings.

E. Data Protection and Handling

Contractor shall ensure that all State Records and Work Product in the possession of Contractor or any Subcontractors are protected and handled in accordance with the requirements of this Contract, including the requirements of any Exhibits hereto, at all times.

F. Safeguarding PII

If Contractor or any of its Subcontractors will or may receive PII under this Contract, Contractor shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Contractor shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

**9. CONFLICTS OF INTEREST**

A. Actual Conflicts of Interest

Contractor shall not engage in any business or activities or maintain any relationships that conflict in any way with the full performance of the obligations of Contractor under this Contract. Such a conflict of interest would arise when a Contractor’s or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Contract.

B. Apparent Conflicts of Interest

Contractor acknowledges that, with respect to this Contract, even the appearance of a conflict of interest shall be harmful to the State’s interests. Absent the State’s prior written approval, Contractor shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Contractor’s obligations under this Contract.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Contractor is uncertain whether a conflict or the appearance of a conflict has arisen, Contractor shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Contract.

**10. INSURANCE**

Contractor shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Contract. All insurance policies required by this Contract that are not provided through self-insurance shall be issued by insurance companies as approved by the state.

A. Contractor Insurance

The Contractor is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”) and shall maintain at all times during the term of this Contract such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA.

B. Subcontractor Requirements

Contractor shall ensure that each Subcontractor that is a public entity within the meaning of the GIA, maintains at all times during the terms of this Contract, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor’s obligations under the GIA. Contractor shall ensure that each Subcontractor that is not a public entity

within the meaning of the GIA, maintains at all times during the terms of this Contract all of the following insurance policies:

i. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Contractor or Subcontractor employees acting within the course and scope of their employment.

ii. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- a. \$1,000,000 each occurrence;
- b. \$1,000,000 general aggregate;
- c. \$1,000,000 products and completed operations aggregate; and
- d. \$50,000 any 1 fire.

iii. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

iv. Protected Information

Liability insurance covering all loss of State Confidential Information, such as PII, PHI, PCI, Tax Information, and CJJ, and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$2,000,000 general aggregate.

v. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

vi. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- a. \$1,000,000 each occurrence; and
- b. \$1,000,000 general aggregate.

C. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Contractor and Subcontractors.

D. Primacy of Coverage

Coverage required of Contractor and each Subcontractor shall be primary over any insurance or self-insurance program carried by Contractor or the State.

E. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Contractor and Contractor shall forward such notice to the State in accordance with §14 within 7 days of Contractor's receipt of such notice.

F. Subrogation Waiver

All commercial insurance policies secured or maintained by Contractor or its Subcontractors in relation to this Contract shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Contractor or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

G. Certificates

For each commercial insurance plan provided by Contractor under this Contract, Contractor shall provide to the State certificates evidencing Contractor's insurance coverage required in this Contract within 7 Business Days following the Effective Date. Contractor shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Contract within 7 Business Days following the Effective Date, except that, if Contractor's subcontract is not in effect as of the Effective Date, Contractor shall provide to the State certificates showing Subcontractor insurance coverage required under this Contract within 7 Business Days following Contractor's execution of the subcontract. No later than 15 days before the expiration date of Contractor's or any Subcontractor's coverage, Contractor shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Contract, upon request by the State, Contractor shall, within 7 Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this §10.

**11. BREACH OF CONTRACT**

In the event of a Breach of Contract, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Contract, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Contract to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Contract in whole or in part or institute any other remedy in this Contract in order to protect the public interest of the State; or if Contractor is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Contract in whole or in part or institute any other remedy in this Contract as of the date that the debarment or suspension takes effect.

**12. REMEDIES**

A. State's Remedies

If Contractor is in breach under any provision of this Contract and fails to cure such breach, the State, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section, in addition to all other remedies set forth in this Contract or at law. The

State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Contractor's uncured breach, the State may terminate this entire Contract or any part of this Contract. Contractor shall continue performance of this Contract to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Contractor shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Contractor shall complete and deliver to the State all Work not cancelled by the termination notice and may incur obligations as necessary to do so within this Contract's terms. At the request of the State, Contractor shall assign to the State all of Contractor's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Contractor shall take timely, reasonable and necessary action to protect and preserve property in the possession of Contractor but in which the State has an interest. At the State's request, Contractor shall return materials owned by the State in Contractor's possession at the time of any termination. Contractor shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Contractor for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Contractor was not in breach or that Contractor's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Contract had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Contractor shall remain liable to the State for any damages sustained by the State in connection with any breach by Contractor, and the State may withhold payment to Contractor for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Contractor is determined. The State may withhold any amount that may be due Contractor as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Contractor's performance with respect to all or any portion of the Work

pending corrective action as specified by the State without entitling Contractor to an adjustment in price or cost or an adjustment in the performance schedule. Contractor shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Contractor after the suspension of performance.

b. Withhold Payment

Withhold payment to Contractor until Contractor corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Contractor's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Contractor's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Contract is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Contractor shall, as approved by the State (i) secure that right to use such Work for the State and Contractor; (ii) replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, (iii) remove any infringing Work and refund the amount paid for such Work to the State.

B. Contractor's Remedies

If the State is in breach of any provision of this Contract and does not cure such breach, Contractor, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

### 13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Contract which cannot be resolved by the designated Contract representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Contractor for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A fails to resolve the dispute within 10 Business Days, Contractor shall submit any alleged breach of this Contract by the State to the Department's Procurement Official as described in C.R.S. §24-101-301(30), for resolution in accordance with the provisions of C.R.S. §§24-106-109, 24-109-101.1, 24-109-101.5, 24-109-106, 24-109-107, 24-109-201 through 24-109-206, and 24-109-501 through 24-109-505

(the “Resolution Statutes”), except that if Contractor wishes to challenge any decision rendered by the Procurement Official, Contractor’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Contractor pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

#### **14. NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Contract shall be the principal representative of the designating Party. All notices required or permitted to be given under this Contract shall be in writing, and shall be delivered (A) by hand with receipt required, (B) by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page of this Contract or (C) as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Sheet of this Contract. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Contract. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this section without a formal amendment to this Contract. Unless otherwise provided in this Contract, notices shall be effective upon delivery of the written notice.

#### **15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

##### **A. Work Product**

Contractor assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Contractor is under contract with the State at the time, Contractor shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of “works made for hire” under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire.

##### **i. Copyrights**

To the extent that the Work Product (or any portion of the Work Product) would not be considered a work made for hire under applicable law, Contractor hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral rights or similar rights with respect to the Work Product throughout the world. To the extent that Contractor cannot make any of the assignments required by this section, Contractor hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this

license.

ii. Patents

In addition, Contractor grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Contractor that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Contract, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Contractor shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Contractor's obligations in this Contract without the prior written consent of the State. Upon termination of this Contract for any reason, Contractor shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Contractor

Contractor retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Contractor including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Contractor under the Contract, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Contractor Property"). Contractor Property shall be licensed to the State as set forth in this Contract or a State approved license agreement: (i) entered into as exhibits to this Contract; (ii) obtained by the State from the applicable third-party vendor; or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

## 16. GENERAL PROVISIONS

A. Assignment

Contractor's rights and obligations under this Contract are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Contractor's rights and obligations approved by the State shall be subject to the provisions of this Contract

B. Subcontracts

Contractor shall not enter into any subcontract in connection with its obligations under this Contract without the prior, written approval of the State. Contractor shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Contractor in connection with this Contract shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Contract.

C. Binding Effect

Except as otherwise provided in **§16.A.**, all provisions of this Contract, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Contract and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Contract are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Contract to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Contract may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Contract represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Contract. Prior or contemporaneous additions, deletions, or other changes to this Contract shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

I. Modification

Except as otherwise provided in this Contract, any modification to this Contract shall only be effective if agreed to in a formal amendment to this Contract, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Contract to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Contract.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Contractor's or a Subcontractor's website or any provision incorporated into any click-through or online

agreements related to the Work unless that provision is specifically referenced in this Contract.

L. Severability

The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision of this Contract, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Contract in accordance with the intent of this Contract.

M. Survival of Certain Contract Terms

Any provision of this Contract that imposes an obligation on a Party after termination or expiration of this Contract shall survive the termination or expiration of this Contract and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Contractor. Contractor shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Contractor may wish to have in place in connection with this Contract.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §16.A., this Contract does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Contract and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Contract are incidental to this Contract, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Contract, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Contract and the performance measures and standards required under C.R.S. §24-106-107, if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Contractor shall perform its obligations under this Contract in accordance with the highest standards of care, skill and diligence in Contractor's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations.

Contractor shall secure, prior to the Effective Date, and maintain at all times during the term of this Contract, at its sole expense, all licenses, certifications, permits, and other

authorizations required to perform its obligations under this Contract, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Contract.

T. **Additional Provisions**

Contractor shall comply with all requirements shown Exhibit A and Exhibit G.

**17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all contracts except where noted in italics.

A. **STATUTORY APPROVAL. C.R.S. §24-30-202(1)**

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Contract is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Contract shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. C.R.S. §24-30-202(5.5)**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the Party's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. **INDEPENDENT CONTRACTOR.**

Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. **COMPLIANCE WITH LAW.**

Contractor shall strictly comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable

to discrimination and unfair employment practices.

**F. CHOICE OF LAW, JURISDICTION, AND VENUE.**

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

**G. PROHIBITED TERMS.**

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

**H. SOFTWARE PIRACY PROHIBITION.**

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

**I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. C.R.S. §§24-18-201 and 24-50-507**

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.





**EXHIBIT C, RATES**

SFY 2021-22 Incentives Payment Table

<b>Incentive Payment Name</b>	<b>% of Funding</b>	<b>PAYMENT AMOUNT</b>
Accuracy Performance Incentive Payment	35%	\$2,125.30
Performance Compliance Performance Incentive Payment	25%	\$1,518.07
Continuous Coverage Performance Incentive Payment	20%	\$1,214.46
Cyber Security Performance Incentive Payment	20%	\$1,214.46
<b>Total</b>		\$6,072.29

**EXHIBIT F, SAMPLE OPTION LETTER****OPTION LETTER**

<b>State Agency</b> Department of Health Care Policy and Financing	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option
Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00	<b>Contract Performance Beginning Date</b> The later of the Effective Date or Month Day, Year
Total for All State Fiscal Years \$0.00	<b>Current Contract Expiration Date</b> Month Day, Year

**1. Options**

- A. Option to extend for an Extension Term.
- B. Option to change the quantity of Goods under the Contract.
- C. Option to change the quantity of Services under the Contract.
- D. Option to modify the Contract rates.
- E. Option to initiate next phase of the Contract.

**2. Required Provisions**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. Option Effective Date**

- a. The Effective Date of this Option Letter is upon approval of the State Controller or the Effective Date of this Option Letter, whichever is later.

<p style="text-align: center;"><b>STATE OF COLORADO</b> John W. Hickenlooper, Governor Department of Health Care Policy and Financing Kim Bimestefer, Executive Director</p> <hr/> <p>By: Kim Bimestefer, Executive Director</p>  <p>Date: _____</p>	<p>In accordance with C.R.S. §24-30-202, this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p style="text-align: center;"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Greg Tanner, Controller; Department of Health Care Policy and Financing</p>  <p>Option Effective Date: _____</p>
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## EXHIBIT A, STATEMENT OF WORK

### 1. TERMINOLOGY

- 1.1. The following list is provided to assist the reader in understanding acronyms, abbreviations and terminology used throughout this document.
  - 1.1.1. Applicant – An individual for whom the Contractor is performing a Determination.
  - 1.1.2. Benchmark - degrees of performance between undesired current performance and target performance (example: current timeliness 90%, benchmark for next month= 93% until we reach 95%)
  - 1.1.3. Child Health Plan *Plus* (CHP+) – public low-cost health insurance for certain children and pregnant women.
  - 1.1.4. Compliance - these measures are tied to contracts or to ensure Colorado does not fall below expected standards.
  - 1.1.5. COGNOS/Decision Support System 01 (DSS01) – the Department’s data reporting systems that use information from the Colorado Benefits Management System (CBMS).
  - 1.1.6. Colorado Benefits Management System (CBMS) – the State’s eligibility determination system.
  - 1.1.7. Colorado Information Security Policies (CISP) - Colorado Information Security Policies promulgated by the Chief Information Security Officer in the Governor’s Office of Information Technology pursuant to §§24-37.5-401, *et seq.*, C.R.S.
  - 1.1.8. Colorado interChange (interChange) – the State’s claims payment system and related subsystems that utilize eligibility information from CBMS to pay providers for medical and/or other claims. The system and related subsystems also collects and analyzes data related to those payments.
  - 1.1.9. Correction Action Plan (CAP) - A formal plan implemented with technical assistance to address non-compliance and/or performance.
  - 1.1.10. County Administration website – the Department’s public-facing website where contract documentation is kept for the County Incentives Program (<http://www.colorado.gov/hcpf/county-admin>).
  - 1.1.11. County Financial Management System (CFMS) – the accounting system utilized by the Contractor to record expenditures against county administration funding for Colorado’s Medical Assistance Program. The system is also used to issue Performance Incentive Payments to eligible Contractors.
  - 1.1.12. County Incentives Program – program that provides specific funding to county departments of human/social services for meeting Medicaid-related Performance Incentive Standards in their counties. Also referenced as Performance Incentive Standard Program throughout this Agreement.
  - 1.1.13. Determination – The act of using CBMS to determine if an Applicant is eligible for the Colorado Medical Assistance Program based on information submitted on a new application, a redetermination or a change in member circumstance.

- 1.1.14. Disenroll or Disenrollment – The act of processing a change in circumstance that affects a member’s eligibility and makes them ineligible for coverage within Health First Colorado or Child Health Plan *Plus*.
- 1.1.15. Governor’s Office of Information Technology (OIT) – The office created by and described in §§24-37.5.101, *et seq.* C.R.S. OIT is the Information Technology Service Provider for Consolidated State Agencies.
- 1.1.16. HCPF Memo Series - The Department’s policy, operational and informational communications that are utilized to provide contract clarifications, provide data and operational guidance and share information pertaining to the County Incentives Program.
- 1.1.17. Health First Colorado – the member-facing name for Colorado's Medical Assistance Program, which includes all programs that use the Modified Adjusted Gross Income (MAGI) methodology.
- 1.1.18. Home and Community-Based Services (HCBS) - HCBS waiver programs provide additional benefits and services to eligible populations in addition to the standard benefit package offered to all members.
- 1.1.19. Improvement Action Plan (IAP) - An informal plan implemented with technical assistance to address non-compliance and/or performance that may lead to noncompliance.
- 1.1.20. Information Technology Service Provider (ITSP) - A Service Provider that provides information technology services to the Contractor. The ITSP may be an internal department, a third-party vendor or OIT.
- 1.1.21. Long Term Care (LTC) - Long-Term Care is a Medical Assistance program that provides nursing-home care, home-health care, personal or adult day care for individuals aged at least 65 years or with a chronic or disabling condition.
- 1.1.22. Management Decision Letter (MDL) -A formal notification issued by the Department, through a letter that details areas and findings of noncompliance by the Contractor. An MDL can be issued for not meeting performance targets on the MAP Dashboard.
- 1.1.23. Member – An individual who is eligible for the Colorado Medical Assistance Program. Also known as a client.
- 1.1.24. Medicaid Assistance Performance (MAP) Dashboards - a graphic representation of essential information regarding performance measures, targets and benchmarks and the county’s actual performance. The MAP Dashboards highlights each county’s performance and quality.
- 1.1.25. Performance Measure - A quantification that provides objective evidence of the degree to which a performance result (goal) is occurring over time.
- 1.1.26. Program for the All-Inclusive Care for the Elderly (PACE) – Program provides comprehensive medical and social support services to certain frail individuals 55 years of age and over. The goal of PACE is to keep individuals in their homes and communities through comprehensive care coordination.
- 1.1.27. PuMP - Performance Measurement Process developed by Stacey Barr.
- 1.1.28. Reporting Period – The period of time for each performance standard used to measure whether the Contractor met that standard.

- 1.1.281. The First Reporting Period for a SFY shall begin on July 1 of that SFY and end on December 31 of that SFY.
- 1.1.282. The Second Reporting Period for a SFY shall begin on January 1 of that SFY and end on June 30 of that SFY.
- 1.1.29. Redetermination – A Determination as defined under 10 C.C.R. 2505-8.100.3.P.
- 1.1.30. State Fiscal Year (SFY) – The period beginning July 1 of each calendar year and ending on June 30 of the following calendar year. Also referred to as fiscal year in this Exhibit.
- 1.1.31. Status Report – a communication to the Contractor that details which Performance Incentive Standards were met for each Reporting Period.
- 1.1.32. Timely Determination – Any Determination that is completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.33. Timely Disenrollment – Processing a change in a member’s circumstance and making a determination within fifteen (15) calendar days.
- 1.1.34. Timely Redetermination – Any Redetermination that is completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins.
- 1.1.35. Target - Degree of performance we are aiming to achieve (i.e. 95% Timeliness)
- 1.1.36. Untimely Determination – Any Determination that is not completed within the timeliness requirements set forth in 10 C.C.R. 2505-8.100.3.D.
- 1.1.37. Untimely Redetermination – Any Redetermination that is not completed by the last day of the month prior to the month in which the member’s new annual enrollment period begins. This is based on the CBMS RRR Due Date.

## **2. COUNTY DETERMINATIONS**

- 2.1. The Contractor shall perform all Medicaid eligibility-related work within the Contractor’s county, required under C.R.S. §25.5-1-101 *et seq.* The Department and the Contractor share the costs of this work performed by the Contractor as defined in those statutes and this Contract shall not impact the allocated amount of that cost sharing.

## **3. SYSTEMS USED TO DETERMINE COMPLIANCE WITH PERFORMANCE INCENTIVES STANDARDS**

- 3.1. Systems Utilized to Determine Compliance
  - 3.1.1. To determine whether the Contractor met any or all the Performance Incentives Standards when completing determinations and redeterminations within the Contractor’s county, the Department will utilize the COGNOS/DSS01 systems to pull data tracking and reports that track the Contractor’s compliance with certain Performance Incentive Standards. This data will be visualized on each county’s MAP Dashboards.
  - 3.1.2. To determine whether the Contractor met any or all the Performance Incentives Standards when working with Medicaid populations within the Contractor’s county, the Department may utilize data from the Colorado interChange system.
  - 3.1.3. The above list of systems is not all-inclusive and the Department will, at its discretion, utilize additional data and reports from the COGNOS/DSS01, interChange, and/or other systems to determine whether the Contractor met any or all the Performance Incentives Standards.

- 3.1.4. The date the data or reports will be pulled from the COGNOS/DSS01, interChange, and/or other systems published on the MAP Dashboard will be defined in each applicable Performance Incentive Standard and/or the PuMP template for those performance measures.
- 3.1.5. The Contractor should utilize policy, operational and informational guidance provided in this Exhibit and through the HCPF Memo Series for each Performance Incentives Standard to assist with implementing the Performance Incentives Standard and pulling applicable data and reports to determine the Contractor's compliance with any or all the Performance Incentives Standards.
- 3.2. Communications Utilized to Determine Compliance
  - 3.2.1. To fulfill the requirements in Exhibit A1 Statement of Work and earn a Performance Incentive Payment, the Contractor shall utilize and comply with guidance issued through the HCPF Memo Series.
  - 3.2.2. The Contractor will utilize the HCPF Memo Series to find any forms, templates, program contacts or additional information needed to operationalize the Performance Incentives Standard Program referenced throughout this Agreement.
  - 3.2.3. If additional guidance or contract clarification is needed, the Department may release additional guidance to the Contractor through the HCPF Memo Series.

#### **4. PERFORMANCE INCENTIVES STANDARD PROGRAM**

- 4.1. The Contractor may earn Performance Incentive Payments to reimburse it for a portion of its cost sharing as described in Section 2.
- 4.2. Accuracy Performance Incentive Standard
  - 4.2.1. The Contractor may earn the Accuracy Performance Incentive Payment by meeting the Accuracy targets at the end of the Second Reporting Period. To earn the Accuracy Performance Incentive Payment, the Contractor must meet both targets as specified in section 4.2.1.1, which includes (1) Target for Inaccurate Eligibility Determination Rate and (2) Target for Errors that do not Impact Eligibility.
    - 4.2.1.1. Accuracy Targets
      - 4.2.1.1.1. The Inaccurate Eligibility Determination Rate target is used to determine how many individuals in the sample had an incorrect determination.
        - 4.2.1.1.1.1. The Inaccurate Eligibility Determination Rate is calculated as the number of individuals that were incorrectly approved, denied, or terminated divided by the total number of individuals in the sample (%), monthly (includes applications, redeterminations, and case changes).
      - 4.2.1.1.2. The Errors that do not Impact Eligibility target is used to determine how many individuals in the sample had a correct determination with errors that did not impact eligibility.
        - 4.2.1.1.2.1. The Errors that do not Impact Eligibility is calculated as the number of individuals with error(s) that did not impact eligibility divided by number of individuals in the sample, monthly (includes applications, redeterminations, and case changes).

4.2.1.2. HCPF Quality Assurance Process and Accuracy Dashboard

4.2.1.2.1. The Contractor shall comply with HCPF Operational Memo (OM) 21-030, which specifies the Contractor's role in the state quality assurance (QA) case review process.

4.2.1.2.1.1. The QA case reviews occur monthly.

4.2.1.2.1.2. The QA case review process is to monitor the accuracy and quality of eligibility determinations for Medical Assistance made by the Contractor.

4.2.1.2.1.3. The Contractor must respond to documentation requests and error findings within ten (10) business days of the request to ensure QA case reviews are completed timely.

4.2.1.2.1.4. The Contractor must respond to the Department's QA case review error findings by using the two options, 1) Agree/Concur or 2) Disagree/Rebut within ten (10) business days.

4.2.1.2.1.5. If additional or revised guidance on the state quality assurance case review process is issued, then the Contractor shall comply with the most current, recent information issued through the HCPF Memo Series.

4.2.1.2.2. The Department shall utilize the Medical Assistance Performance (MAP) Accuracy Dashboard to publish the results of the quality assurance case review findings on a monthly basis and sends the results to the County Directors and County Commissioners.

4.2.1.3. Setting Accuracy Targets and Benchmarks

4.2.1.3.1. The Department shall use the May 2021 data, which will be published on the June 2021 MAP Accuracy Dashboard, to set the Second Reporting Period targets and quarterly benchmarks. The Department shall communicate the targets and benchmarks the Contractor is required to meet at the conclusion of the Second Reporting Period through HCPF Memo Series.

4.2.1.4. Determining Compliance with the Accuracy Performance Incentives Standards

4.2.1.4.1. The MAP Accuracy Dashboard will be available monthly to the Contractor to determine the Contractor's performance over the fiscal year. To determine compliance with the Accuracy Performance Incentive, the Department will utilize the June 2022 Accuracy data, available in the July 2022 MAP Accuracy Dashboard, to determine whether the Contractor met or exceeded the specified Accuracy target.

4.2.1.4.2. The Department will take the Contractor's final actual performance on the MAP Accuracy Dashboard in comparison to the Contractor's Accuracy targets at the end of the fiscal year to determine if the Contractor's actual performance has met and/or exceeded the Accuracy targets to earn an Accuracy Performance Incentive Payment. The percentage calculation has zero (0) decimal places and will not be rounded.

4.2.1.5. Review Sample Size Exemptions

4.2.1.5.1. If the Contractor has a review sample size, as defined in section 4.2.1.5.2, performed by HCPF QA, the Contractor may be eligible for the Review Sample Size Exemption.

4.2.1.5.2. Definition of Review Sample Size

- 4.2.1.5.2.1 The Contractor with twenty (20) or fewer quality assurance case reviews per fiscal year would qualify for a Review Sample Size Exemption. The Contractor with a review sample size that do not meet one or both of the Accuracy Incentive targets as defined in section 4.2.1.1 may be eligible for the Review Sample Size Exemption:
  - i. Inaccurate Eligibility Rate and/or,
  - ii. Errors that do not impact Eligibility.
  
- 4.2.1.5.3 Determining Targets percentage (%) for Potential Review Sample Size Exemptions
- 4.2.1.5.3.1 The Department shall have two tier target percentages for the Accuracy Targets:
  - 4.2.1.5.3.1.1 Tier 1 target percentage (%): The Contractor with twenty (20) or more quality assurance case reviews.
  - 4.2.1.5.3.1.2 Tier 2 target percentage (%): The Contractor with fewer than twenty (20) quality assurance case reviews.
- 4.2.1.5.3.2 The Department shall set the two tier targets percentage based on the June 2021 data for the Accuracy Incentive.
- 4.2.1.5.3.2.1 The finalized targets percentage will be communicated through the HCPF Memo Series.
  
- 4.2.1.5.4 Review Sample Size Exemption Process
  - 4.2.1.5.4.1 The Department shall follow Exhibit D for the Review Sample Size Exemption Process.
  - 4.2.1.5.4.2 Definition of Similar Error(s)
    - 4.2.1.5.4.2.1 The MAP Accuracy Dashboard identifies the accuracy rates for each Contractor; HCPF QA provides those errors caused by the Contractor that impact accuracy rates. This allows the Contractor to address the root cause of errors to prevent similar errors going forward. If errors are not addressed by the Contractor and they repeat in future months, the errors will be considered similar errors.
  - 4.2.1.5.4.3 If the Contractor meets only one target with less than twenty (20) reviews, the Review Sample Size Exemption Process will be applied only to the one target not met by the Contractor.
    - 4.2.1.5.4.3.1 If the QA case review size is less than three (3), the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
      - 4.2.1.5.4.3.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
      - 4.2.1.5.4.3.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.

- 4.2.1.5.4.4 The Contractor that does not meet both targets with less than twenty (20) reviews, exemption will be applied to both targets.
- 4.2.1.5.4.4.1 If the QA case review size is less than three (3) over the course of the fiscal year, the three (3) errors are not similar errors at the end of fiscal year, an automatic exemption is applied,
- 4.2.1.5.4.4.1.1 If the three (3) errors are similar errors at the end of fiscal year, no automatic exemption is applied.
- 4.2.1.5.4.4.2 If the QA case review size is greater than three (3) over the course of the fiscal year with no similar errors, exemption process is applied, and the initial target percentage shall be reviewed per section 4.2.1.5.3, and the Department may review additional documentation per the Department's discretion to recalculate the percentage, if needed.
- 4.2.1.5.5 Notification of Review Sample Size Exemption
- 4.2.1.5.5.1 If the Contractor does not meet the Accuracy Incentive Targets per section 4.2.1.5.3, they will be notified through the Status Report of the Second Reporting Period.
- 4.2.1.5.5.2 The Contractor that does not meet the Accuracy Incentive Targets but qualifies for the exemption process per section 4.2.1.5.4, the Contractor will be notified through the Status Report.
- 4215521 If the Contractor qualifies for the Review Sample Size Exemption Process, the Department shall review previously submitted documentation from the Contractor based on their MAP Accuracy Dashboard and may request additional documentation as needed.
- 4215522 The Contractor shall submit any additional documentation requested for the exemption process to [hcpf\\_countyrelations@state.co.us](mailto:hcpf_countyrelations@state.co.us) within ten (10) business days from the day of notification.
- 4.2.1.5.6 Review Sample Size Exemption Process and Accuracy Performance Incentive Payment
- 4.2.1.5.6.1 The Contractor shall earn an Accuracy Performance Incentive Payment if both Accuracy Targets defined at sections 4.2.1.1.1 and 4.2.1.1.2 are met after eligible exemption(s) are applied.
- 4.2.2 BENCHMARKS: Individualized, Contractor-specific accuracy targets for Inaccurate Eligibility Determinations and Errors that do not impact Eligibility.
- 4.3 Performance Compliance Performance Incentive Standard
- 4.3.1 The Contractor shall comply monthly with the Director-level MAP Dashboard measures. The performance measures include timeliness of applications/redeterminations, timeliness of long term services and supports (LTSS) applications/redeterminations, timeliness of case changes, etc.
- 4.3.1.1 The specific Director-level measures to be included in the Performance Compliance Performance Incentives Standard shall be communicated through HCPF Memo Series.

- 4.3.1.2 The Department reserves the right to remove and/or add additional measures as it is appropriate.
- 4.3.1.3 If adding or revising MAP Dashboard measures, the Department shall apply the PuMP process and the Contractor shall have an opportunity to provide feedback.
- 4.3.2 Department Monitoring of MAP Dashboards
  - 4.3.2.1 The Department updates the MAP Dashboards monthly, which are accessible to the Contractor through the Department's MAP Dashboard SharePoint Page; copies of these Dashboards are also emailed to Contractor leadership monthly.
- 4.3.3 Contractor Monitoring of MAP Dashboards
  - 4.3.3.1 The Contractor must monitor the monthly published MAP Dashboards to ensure targets are met.
  - 4.3.3.2 The Contractor shall designate MAP Dashboard performance owners to access the MAP Dashboards and follow the Standard Operating Procedure (SOP) that is available on the Department SharePoint Page to ensure targets are met and to take action.
  - 4.3.3.3 The Contractor shall review and investigate the root causes for not achieving the target(s).
  - 4.3.3.4 Contractors shall respond with the outcome of the investigation for not meeting the target based on the established MAP Dashboard process.
  - 4.3.3.5 The Contractor shall follow guidance regarding the MAP Dashboard process as issued through the MAP Dashboard SOP, trainings and HCPF Memo Series.
- 4.3.4 Determining Compliance with Performance Compliance Performance Incentives Standard
  - 4.3.4.1 The Contractor will be deemed out of compliance for specific Director-level measures when the Contractor has not met the target(s) after a short- or long-run of performance.
    - 4.3.4.1.1 The Contractor shall refer the MAP Dashboard SOP and HCPF Memo Series for guidance on what constitutes a short- or long-run of performance.
    - 4.3.4.1.2 A Management Decision Letter (MDL), requiring the Contractor to create an Improvement Action Plan (IAP) or Corrective Action Plan (CAP), will be issued to the Contractor to address the short- or long-run of performance.
      - 4.3.4.1.2.1 The Contractor shall refer to HCPF OM 21-004 for guidance on MDLs, IAPs and CAPs.
        - 4.3.4.1.2.1.1 If additional guidance or clarification on MDLs, IAPs and CAPs is issued by the Department, the Contractor shall comply with the most recently released information.
          - 4.3.4.1.2.1.1.1 The issuance of the MDL on a specific Director-level measure signifies that measure as being out-of-compliance. Performance measures with an active MDL shall be ineligible for a Performance Compliance Performance Incentive Payment.
        - 4.3.4.1.2.2 The Contractor may earn the Performance Compliance Performance Incentive Payment by ensuring that a certain number of Director-level measures maintain compliance with the performance targets and are not issued an MDL.

- 4.3.4.1.2.2.1 The specific number of Director-level measures that the Contractor must maintain compliance with shall be communicated through the HCPF Memo Series.
- 4.3.5 BENCHMARKs: The Contractor shall maintain compliance with a certain amount of Director-level measures out of the total number of Director-level measures reported on the MAP Dashboard.
- 4.4 Cyber Security Performance Incentive Standard
  - 4.4.1 The Contractor may earn one Cyber Security Performance Incentive Payment for both Reporting Periods in which the Contractor submits the required deliverable(s) relating to remediation of certain high-risk non-compliant cyber security standards based on Colorado Information Security Policies (CISP) and federal Health and Human Services Security Risk Assessment. The Department will provide additional guidance through the HCPF Memo Series, which can also be found on the [County Administration](#) website.
  - 4.4.2 Fiscal Year Deliverable
    - 4.4.2.1 No later than the semi-annual reporting due date for the Second Reporting Period, the Contractor shall use a written Remediation Deliverable to address certain areas of actionable high-risk non-compliance to be identified by the Department based on the Contractor's FY 2020-21 Risk Assessment and Remediation Plan Deliverable.
    - 4.4.2.1.1 If the Contractor has not completed the FY 2020-21 Risk Assessment and Remediation Plan Deliverable, this Deliverable must be completed and submitted to the Department in order to be eligible to earn FY 2021-22 Cyber Security Incentive funds. Full compliance with each and every CISP does not need to be met by the semi-annual due date for the Second Reporting Period; rather, the Contractor, shall work with the State to remediate identified actionable high-risk non-compliant Cyber Security standards.
  - 4.4.3 DELIVERABLE: Completed Remediation Deliverable submitted no later than the semi-annual due date for the Second Reporting Period.
- 4.5 Continuous Coverage Performance Incentive Standard
  - 4.5.1 The Contractor may earn a Continuous Coverage Performance Incentive Payment for the fiscal year in which the Contractor meets its specified benchmarks relating to the percentage of Medical Assistance members who have an eligibility review within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency as described in section 4.5.
    - 4.5.1.1 Notification of end of continuous coverage and COVID-19 public health emergency
      - 4.5.1.1.1 Upon notification from the federal government that the continuous coverage requirement for Medical Assistance members has ended, the Contractor will be notified through the HCPF Memo Series. The communication will include the starting date of the one hundred eighty (180) calendar days period to review eligibility for those members impacted by the continuous coverage requirement.
      - 4.5.1.2 Percentages of Medical Assistance members with a required review of eligibility

- 45.1.21 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Health First Colorado and CHP+ members that require a review due to the end of the COVID-19 public health emergency.
- 45.1.22 The Contractor shall review eligibility within one hundred eighty (180) calendar days for at least ninety percent (90.00%) of Long Term Services and Supports members that require a review due to the end of the COVID-19 public health emergency.
- 45.1.3 Members who require a review of eligibility
  - 45.1.3.1 The Department will work with the CBMS Contractor to review eligibility for those members who have the necessary information at the end of the COVID-19 public health emergency. For those members who do not have the necessary information to review eligibility, the Contractor will be responsible for ensuring the timely completion of eligibility review within one hundred eighty (180) calendar days of the end of COVID-19 public health emergency.
    - 45.1.3.1.1 The Department has the discretion to amend section 4.5 if the PHE guidance changes upon federal government direction.
  - 45.1.4 Determining Compliance with the Continuous Coverage benchmarks
    - 45.1.4.1 The Department will total the number of Health First Colorado and CHP+ members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all Health First Colorado and CHP+ members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
    - 45.1.4.2 The Department will total the number of LTSS members that the Contractor completed a review of eligibility within one hundred eighty (180) calendar days of the end of the COVID-19 public health emergency and divide that by the total number of all LTSS members that required a review of eligibility due to COVID-19 public health emergency in the Contractor's county.
    - 45.1.4.3 To earn the Continuous Coverage Performance Incentive Payment, the Contractor shall meet both the benchmarks described in section 4.5.1.4.
    - 45.1.4.4 The Department will utilize a data pull from CBMS to determine compliance with the benchmarks of the Continuous Coverage Performance Incentive Standard.
- 4.5.2 BENCHMARKS: Review benchmarks for ninety percent (90.00%) of Health First Colorado, CHP+ and LTSS members who require a review of eligibility due to the end of the COVID-19 public health emergency as described in section 4.5.

## 5 SEMI-ANNUAL REPORTING

- 5.1 The Contractor shall submit documentation to the Department to verify the Contractor's compliance with each Performance Incentive Standard and will submit such documentation on a semi-annual basis as required. The Contractor must submit documentation to [hcpf\\_countyrelations@state.co.us](mailto:hcpf_countyrelations@state.co.us), unless otherwise specified through the HCPF Memo Series.
  - 5.1.1 For the Second Reporting Period, the Contractor shall submit the following documentation:

- 5.1.1.1 Any Accuracy Performance Incentive Standard Review Sample Size Exemption Process documentation for the fiscal year if the Contractor failed to meet specified target(s). The Contractor shall only submit documentation upon the Department's request.
- 5.1.1.2 Any Cyber Security Performance Incentive Standard Remediation Plans or other documents listed as deliverables under this agreement or specified through the HCPF Memo Series.
- 5.1.2 DUE DATE: Annually, on July 5<sup>th</sup> of the following Fiscal Year

## **6 EXEMPTIONS**

### **6.1 Exemptions for the Accuracy Performance Incentive Standard**

- 6.1.1 The Contractor shall be responsible submitting any additional documentation requested for the exemption process.
- 6.1.2 The Department may approve or reject any request for the Accuracy Targets exemption and may limit the total number of exempted for the Accuracy Performance Incentive Standard.
  - 6.1.2.1 The Department will deny exemption requests that do not meet the Accuracy Targets and Benchmarks per section 4.2.1.3 and timeliness definition set forth in 10 C.C.R. 2505-8.100.3.D (d) and section 1.1 due to the fault of the Contractor and/or any exemption requests based on the following:
    - 6.1.2.1.1 Failure of the Contractor to use the MAP Accuracy Dashboard for the purposes of fulfilling Exhibit A1, Statement of Work.
  - 6.1.2.2 The reasons for denial of an exemption as stated in section 6 are not all-inclusive and the Department reserves the right to deny any exemption for reasons not stated in section 6.
    - 6.1.2.2.1 Prior to denying an exemption for reasons beyond those stated in section 6, the Department may, at its discretion, request further information from the Contractor to determine whether the request for exemption meets the exemption standards as stated in section 6, Exemptions.
  - 6.1.2.3 The Department may approve or reject any request for exemption due to unusual circumstances and may limit the total number of exemption requests.

### **6.2 Exemptions for Performance Incentive Standards other than the Accuracy Performance Incentive Standard.**

- 6.2.1 Exemptions will not be considered for any Performance Incentive Standard listed under section 6.2.1.
  - 6.2.1.1 Performance Compliance Performance Incentive Standard
  - 6.2.1.2 Cyber Security Performance Incentive Standard
  - 6.2.1.3 Continuous Coverage Performance Incentive Standard
- 6.2.2 The Contractor's performance and compliance with the Performance Incentive Standards listed under section 6.2.1 will be deemed final, as determined by the Department, and Performance Incentive Payments made without the opportunity to submit an exemption.

## **7 NOTIFICATIONS**

- 7.1 After each Reporting Period, the Contractor will be provided a Status Report that details which Performance Incentive Standards were met.

- 7.1.1 The Contractor's Reporting Period Status Report will only detail which Performance Incentive Standards were met for the Reporting Period in question. Funding amounts will not be provided until the conclusion of the fiscal year.
- 7.1.2 If the Contractor has more than one Reporting Period in the fiscal year to meet any Performance Incentive Standards, the Reporting Period Status Report will not include the Contractor's performance in those Performance Incentive Standards.
- 7.2 After the conclusion of the fiscal year, the Department will provide the Contractor a final Status Report that details which Performance Incentive Standards were not met and met and how much Performance Incentive Payments were earned by the Contractor.
  - 7.2.1 The final Status Report cannot be disputed; if the Contractor disagreed with the Department's determination of compliance with any Performance Incentive Standard, the Contractor must have disputed that result based on the Reporting Period Status Report.
- 7.3 Each Reporting Period Status Report and the final Status Report will be sent to the county human/social services director and will act as the official notification of the Contractor's compliance with the Performance Incentives Standards.
- 7.4 Status Reports for each Reporting Period will be sent within ten (10) calendar days after the Semi-Annual Reporting due date for each Reporting Period as found in Section 5, Semi-Annual Reporting. The date on which the Status Report for each Reporting Period is sent to the Contractor will be considered the Status Report Date.
  - 7.4.1 If unusual circumstances have delayed the Contractor's Reporting Period or final Status Reports, the Department will inform the Contractor of the delay and an anticipated date of resolution.
- 7.5 The final Status Report will be sent upon the Department's determination of final Performance Incentive Payment amounts.
- 7.6 The Contractor will have the opportunity to dispute the Status Report results as defined in section 8, Dispute Resolution.

## **8 DISPUTE RESOLUTION**

- 8.1 Opportunity and Timeframe for Dispute Resolution
  - 8.1.1 In the event the Contractor disagrees with the findings of the official notification as found in section 7, Notifications, the Contractor will have the opportunity to dispute the Reporting Period Status Report for the Reporting Period in question.
  - 8.1.2 The final Status Report cannot be disputed per section 7.2.
    - 8.1.2.1 The Contractor will have ten (10) calendar days from the Status Report Date to review each Reporting Period Status Report and dispute the results.
    - 8.1.2.2 If the Contractor fails to dispute the Reporting Period Status Report within ten (10) calendar days from the Status Report Date, the Status Report results will be deemed final. No further disputes will be allowed, and compensation will be made per section 9 based on the results of the non-disputed Status Report.
- 8.2 Allowable Disputes
  - 8.2.1 The Contractor will be allowed to dispute the results of the Status Report based on the following reasons:

- 8.2.1.1 The Contractor submitted documentation that was required for a Performance Incentive Standard, so long as the Contractor has proof that the required documentation was submitted on or before the contractually-required due date.
- 8.2.1.2 The Contractor requests a re-review of the Contractor's submitted documentation that was used to determine compliance with any Performance Incentive Standard.
- 8.2.1.3 The Contractor has available data, such as systems reports or other tracking methodologies, that conflicts with the Department's available data that will be utilized to determine compliance with a Performance Incentive Standard.
  - 8.2.1.3.1 The Contractor will be responsible for providing all necessary and relevant data available to the Department in order to determine if the Contractor's data actually conflicts with the Department's data.
  - 8.2.1.3.2 The Department will make the final determination when a conflict of data occurs and will make Performance Incentive Standard Payments based on its final determination.
- 8.2.2 The Department reserves the right to add additional allowable dispute reasons throughout the fiscal year based on additional information made available from the Department and/or Contractor. These additional allowable dispute reasons will be considered on a case-by-case basis, and the Department's determination of additional allowable dispute reasons are final and not subject to the Dispute Resolution process as outlined in section 8.
- 8.3 Nonallowable Disputes
  - 8.3.1 The Contractor will not be allowed to dispute the results of the Status Report based on the following reasons:
    - 8.3.1.1 The Contractor failed to meet contractually-specified requirements relating to the content of submission of deliverables and the timely submission of deliverables.
    - 8.3.1.2 The Contractor failed to meet contractually-specified requirements relating to performance benchmarks of any Performance Incentive Standard.
    - 8.3.1.3 The Contractor's failure to review and utilize County Incentives Program documentation, including policy, informational, and operational guidance issued through the HCPF Memo Series, that resulted in the Contractor failing to meet performance benchmarks and deliverables relating to any Performance Incentive Standard.
    - 8.3.1.4 The Department's final determination of the Contractor's exemption request(s) for the Accuracy Performance Incentive Standard.
  - 8.3.2 The Department reserves the right to deny a Contractor's dispute based on any reason not included under section 8.3.1. The Department's determination is final and is not subject to dispute or appeal.

## **9 COMPENSATION**

### **9.1 Compensation**

#### **9.1.1 Performance Incentive Payment**

- 9.1.1.1 The Department shall pay the Contractor, after the end of the fiscal year in which the work was performed, a Performance Incentive Payment for each Performance Incentive Standard it meets during the applicable Reporting Period as follows:

- 9.1.1.1.1 The Department shall pay the Contractor an Accuracy Performance Incentive Payment, if applicable, as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.2 The Department shall pay the Contractor a Performance Compliance Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.3 The Department shall pay the Contractor a Cyber Security Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.1.1.4 The Department shall pay the Contractor a Continuous Coverage Performance Incentive Payment as shown in Exhibit B for each Reporting Period that the Contractor meets the requirements for that Performance Incentive Standard.
- 9.1.2 Remaining Funds Incentive Pool Payment
  - 9.1.2.1 The Department will create a Remaining Funds Incentive Pool each SFY.
    - 9.1.2.1.1 The Remaining Funds Incentive Pool shall include the following:
      - 9.1.2.1.1.1 The total amount of all base Performance Incentive Payments allocated to any Contractor that selected to not participate in the Performance Incentive Standards Program for that SFY.
      - 9.1.2.1.1.2 Each of the Performance Incentive Payments the Accuracy Performance Incentive Standard, Performance Compliance Performance Incentive Standard, the Cyber Security Performance Incentive Standard and the Continuous Coverage Performance Incentive Standard that were not earned by the Contractor during a Reporting Period in that SFY.
        - 9.1.2.1.1.2.1 The Contractor shall be eligible for Remaining Funds Incentive Pool payments.
    - 9.1.2.1.2 If the Remaining Funds Incentive Pool is zero dollars (\$0.00) for any SFY, the Contractor shall not receive a Remaining Funds Incentive Pool Payment for that SFY.
  - 9.1.2.2 The Remaining Funds Incentive Pool will be paid as follows:
    - 9.1.2.2.1 The Contractor shall be eligible for payment from the Remaining Funds Incentive Pool based on the dollar amount of Incentives met during that SFY.
    - 9.1.2.2.2 Based on the proportion of total Incentive funds that the Contractor is eligible to be paid in each SFY, the Contractor shall receive the same proportion of funds from the Remaining Funds Incentive Pool.
    - 9.1.2.2.3 The Contractor's payment of funds from the Remaining Funds Incentive Pool shall never exceed the county's share of Medicaid expenditure, as specified in Section 2, County Determinations.
- 9.2 Payment Procedures
  - 9.2.1 The Contractor shall receive Performance Incentive Payments for each Reporting Period within ninety days (90) days following the end of the fiscal year in which the Performance Incentive Standards were met. This allocation will reflect the maximum the Contractor can earn for each Performance Incentive Standard per Reporting Period.

- 9.2.1.1 If the Contractor's county administration line item is over-expended during the county administration closeout process, Settlement Accounting and the Department may utilize the Contractor's earned Performance Incentive Payments during the closeout process.
- 922 Actual Performance Incentive Payment maximums are dependent on the Contractor's share of Medicaid county administration expenditure. In no event shall the Contractor be paid more than the Contractor's county share of Medicaid county administration expenditure in any Reporting Period or fiscal year.
- 923 The Department may add any unearned funds from the First Reporting Period into the Second Reporting Period allocation for any SFY.
- 924 The Contractor shall be paid the Performance Incentive Payments through the County Financial Management System (CFMS).
- 925 The Department may use any unearned Second Reporting Period Performance Incentive Payments during the county administration close out process.
- 9.2.5.1 The Incentive Payment earned is unrestricted, and the Contractor may utilize the fund per the Contractor's discretion.



**Exhibit C, Sample Option Letter**

<b>State Agency</b> Insert Department's or IHE's Full Legal Name	<b>Option Letter Number</b> Insert the Option Number (e.g. "1" for the first option)
<b>Contractor</b> Insert Contractor's Full Legal Name	<b>Original Contract Number</b> Insert CMS number or Other Contract Number of the Original Contract
<b>Current Contract Maximum Amount</b> Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	<b>Option Contract Number</b> Insert CMS number or Other Contract Number of this Option  <b>Contract Performance Beginning Date</b> Month Day, Year  <b>Current Contract Expiration Date</b> Month Day, Year

**1. OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Contract
- C. Option to change the quantity of Services under the Contract
- D. Option to modify Contract rates
- E. Option to initiate next phase of the Contract

**2. REQUIRED PROVISIONS:**

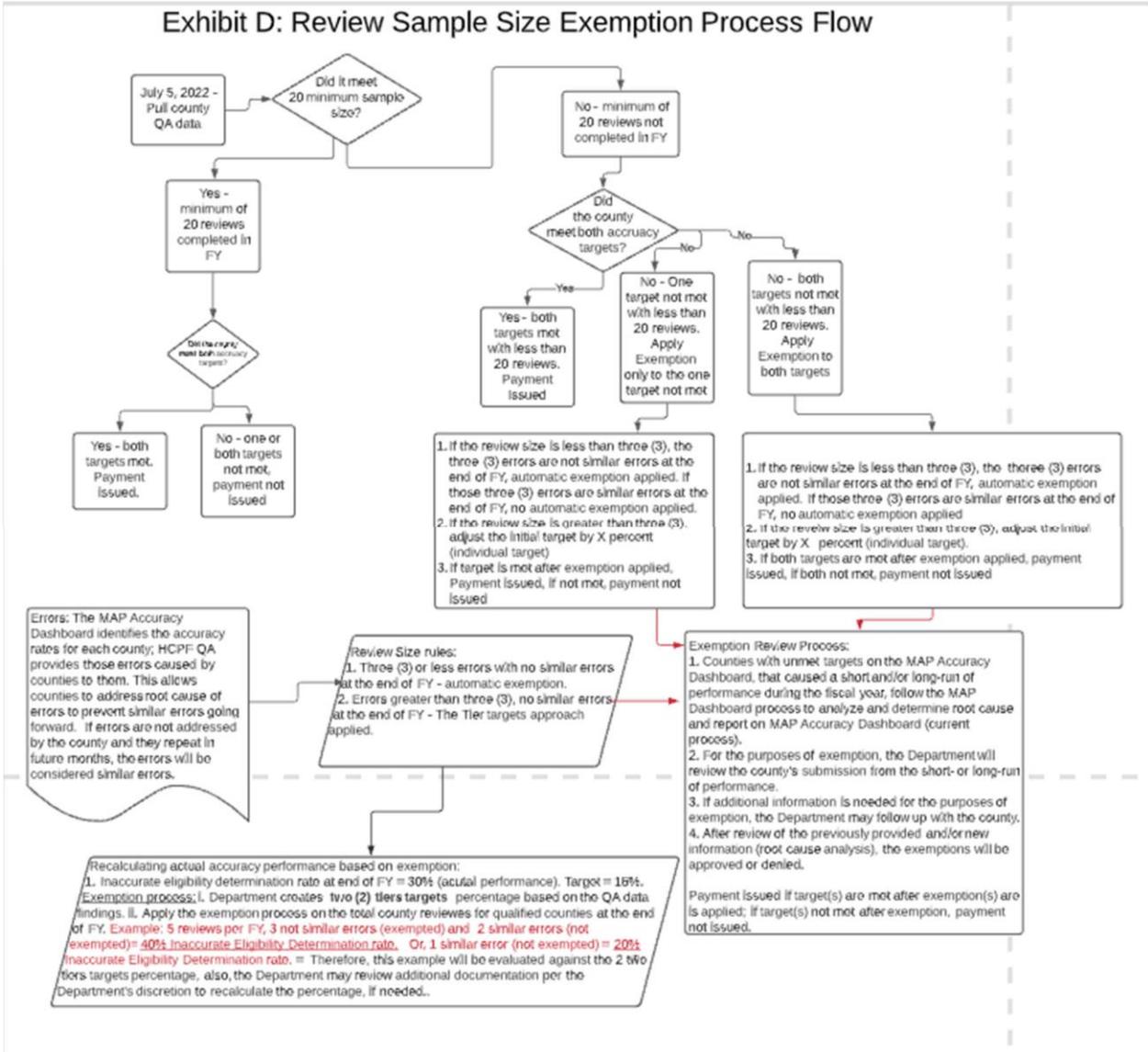
- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current contract expiration date shown above, at the rates stated in the Original Contract, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Contract, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to modify the Contract rates specified in Exhibit/Section Number/Letter. The Contract rates attached to this Option Letter replace the rates in the Original Contract as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Contract referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Contract Maximum Amount:** The Contract Maximum Amount table on the Contract's Signature and Cover Page is hereby deleted and replaced with the Current Contract Maximum Amount table shown above.

**3. OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or \_\_\_\_\_, whichever is later.

<p align="center"><b>STATE OF COLORADO</b> Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name &amp; Title of Head of Agency or IHE</p> <hr/> <p>By: Name &amp; Title of Person Signing for Agency or IHE</p> <p>Date: _____</p>	<p align="center">In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate.</p> <p align="center"><b>STATE CONTROLLER</b> <b>Robert Jaros, CPA, MBA, JD</b></p> <p>By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval</p> <p align="center">Option Effective Date: _____</p>
---	---

### Exhibit D: Review Sample Size Exemption Process Flow



(/)

[HCPF-Home \(/Pages/Home.aspx\)](#) / eClearance

# eClearanceDocuments (https://cohcpf.sharepoint.com/eClearance/eClearanceDocume County Incentives - New Contract for 4 Counties

## County Incentives - New Contract for 4 Counties

This contract is for the 4 counties that let their option letters expire without signature. This contract includes new language that allows the Department to withhold funding for the time period without signature.

### Instructions

1. Open and review documents - use Ctrl + click to open each document
2. Click on "Edit Properties" on the left side of this page to approve or n
3. Save

### Workflow History

	Title	Activity	Con
ClearanceType	Contracts (Program Approvals After P&C Req (https://cohcpf.sharepoint.com/eClearance/_l PageType=4&ListId={58d5a54a-ff6d-4998-a 5cf991a436ec}&ID=15&RootFolder=*)	County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceApprover Workflow Log/DispForm.aspx?ID=93437)	Sent to 1: Massey, Tom
Originating Division	Policy Communications and Administration O	County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=93564)	Approved
Primary Contact	Montoya, Joshua (/eClearance/_layouts/15/us	County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceApprover Workflow Log/DispForm.aspx?ID=93565)	Sent to 2: Bimestefer, Kim
eClearance Status	Complete	County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearance Workflow Log/DispForm.aspx?ID=93566)	Approved
View All Properties		County Incentives - New Contract fo... (https://cohcpf.sharepoint.com/eClearance/Lists/eClearanceapprovals Workflow Log/DispForm.aspx?ID=93567)	All complete
Edit Properties			

New Upload Sync Share More

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Name	Modified	Modified By
Denver County 22-171375 (SOW) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Denver County 22-171375 (SOW).docx)	Monday at 11:39 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp
Denver County P22-171375 (County Incentives) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Denver County P22-171375 (County Incentives).docx)	Monday at 11:40 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp
Hinsdale County P22-171376 (County Incentives) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Hinsdale County P22-171376 (County Incentives).docx)	Monday at 11:39 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp
Routt County P22-171377 (County Incentives) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Routt County P22-171377 (County Incentives).docx)	Monday at 11:39 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp
Saguache County P22-171379 (County Incentives) (/eClearance/eClearanceDocuments/County Incentives - New Contract for 4 Counties/Saguache County P22-171379 (County Incentives).docx)	Monday at 11:39 AM	Montoya, Joshua (/eClearance/_layouts/15/userdisp

Drag files here to upload

### DEPARTMENT VALUES

Person-Centeredness • Accountability • Continuous Improvement • Employee Engagement • Integrity • Transparency

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

**Agenda Item:** Finalize 2025 Meeting Plan and Board Organization

**Action Requested:**

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

2025 HS Draft Meeting Schedule

**Fiscal Impact:**

**Submitted by:** Holly Perry for Joni Reynolds

**Submitter's Email Address:** hperry@gunnisoncounty.org

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 2/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted:

Agenda Date: 2/18/2025



## 2025 Gunnison/Hinsdale Board of Human Services Meeting Topics

Meeting Date	Meeting Topics
February 18, 2025	<p><b><u>2025 BOHS meeting agenda planning:</u></b> Finalize 2025 meeting plan</p> <p><b><u>Program updates:</u></b> Child Support Services (CSS) Management Evaluation (ME) update</p> <p><b><u>Legislative Updates:</u></b> Current status on key bills</p>
April 15, 2025	<p><b><u>Finance update</u></b></p> <p><b><u>Program updates:</u></b> Early Childhood Services/LCO/UPK/CCCAP</p> <p><b><u>Legislative Updates:</u></b> Current status on key bills</p>
June 17, 2025	<p><b><u>Program updates:</u></b> Economic Security</p>
August 19, 2025	<p><b><u>Program updates:</u></b> Adult Protection Services Community Service Block Grant (CSBG) program</p>
October 21, 2025	<p><b><u>Finance update</u></b></p> <p><b><u>Program updates:</u></b> TBD</p>
December 16, 2025	<p><b><u>Program updates:</u></b> Child Welfare Services</p> <p><b><u>2026 BOHS meeting agenda planning</u></b></p>

**AGENDA ITEM or FINAL CONTRACT REVIEW SUBMITTAL FORM**

---

**Agenda Item:** Child Support Services (CSS)

---

**Action Requested:** Discussion

**Parties to the Agreement:**

**Term Begins:**

**Term Ends:**

**Grant Contract #:**

**Summary:**

Attached is the program update from Child Support Services for the Gunnison/Hinsdale Board of Human Services meeting on 2/18.

**Fiscal Impact:**

**Submitted by:** Brad Wheaton

**Submitter's Email Address:** bradford.wheaton@state.co.us

---

**Finance Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

---

**County Attorney Review:**

Required

Not Required

Comments:

Reviewed by:

Discharge Date:

Certificate of Insurance Required

Yes  No

---

**County Manager Review:**

Comments:

Reviewed by: GUNCOUNTY1\jcattles

Discharge Date: 2/13/2025

Consent Agenda

Regular Agenda

Worksession

Time Allotted: 10

Agenda Date: 2/18/2025

---



Phone: (970) 641-3244 | Fax: (970) 641-3738  
220 N. Spruce, Gunnison, CO 81230  
Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

## **Gunnison/Hinsdale Board of Human Services**

### **Child Support Services Update 2/18/2025**

**Child Support Services Specialist:** Shelley Tucker

**Gunnison Cases:** 173

**Hinsdale Cases:** 5

**Policy/Program Updates:** Judge Starritt has started to hear contempt of court cases for child support orders that has not been paid.

Office of Child Support Services (OCSS):

1. Withdrew request to change language from paternity to parentage.
2. Agency contractors are able to get income tax information – approved by the IRS.
3. Tribal Child Support Services now have access to tax offset.

#### **Child Support Commission Updates:**

Colorado Child Support Commissioner, Tangular Gray, had her last day on January 20, 2025. They have not hired her replacement position at this time.

Due to the increased cost of living, and associated costs of raising children, the Child Support Commission are looking at a new bill to allow for changes related to the guideline worksheet used to calculate child support payments. The changes encourage increased parenting time for non-custodial parents in an attempt decrease orders, while simultaneously strengthening relationships between parents and children.

#### **AD HOC DASHBOARD SPREADSHEET**

(see attachment)

#### **Gunnison:**

Current Child Support Collected FFY (Federal Fiscal Year)

State Goal is 65% - Gunnison average is 64.1%



Phone: (970) 641-3244 | Fax: (970) 641-3738  
220 N. Spruce, Gunnison, CO 81230  
Website: [www.GunnisonCounty.org](http://www.GunnisonCounty.org)

### Timeliness of Case Initiation

State Goal is 80% - Gunnison average 68.8%

Several cases had to have parties added after the initial application which can lead to delays around initiation.

### Timeliness of Review and Adjustment, Judicial

State Goal is 90% - Gunnison average 64.7%

### Disbursements on hold

State Goal is less than or equal to 4.2% - Gunnison average is 3.2%

## **Hinsdale:**

### Current Child Support Collected FFY (Federal Fiscal Year)

State Goal is 65% - Hinsdale average 73.3%

### Timeliness of Case Initiation

State Goal is 80% - Hinsdale average is 100%

### Timeliness of Review and Adjustment, Judicial

State Goal is 80% - Hinsdale average is 100%

### Disbursements on Hold

State Goal is less than or equal to 4.2% - Hinsdale average is 1.7%

## **Federal Fiscal Year Collections (FFY)**

Gunnison County - 2023 collected \$601,660.77 vs 2024 collected \$532,381.28 = Down 12%

Hinsdale County - 2023 collected \$14,432.68 vs 2024 collected \$27,165.13 = Up 88%

